SAP MSP GENERAL TERMS AND CONDITIONS FOR SAP CLOUD SERVICES ("MSP GTC" or "GTC")

1. DEFINITIONS

1.1. "**Affiliate**" means any legal entity in which SAP SE or Provider or Customer, directly or indirectly, holds more than 50% of the entity's shares or voting rights. Any legal entity will be considered an Affiliate for as long as that interest is maintained.

1.2. "**Allocation**" means allocating the subscriptions to the Cloud Service purchased under a single Order Form to the provision of Provider Services to a named Customer or, in the case of the Frame Order Form, to the Provider, and the term "Allocated" shall be construed accordingly.

1.3. **"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.

1.4. **"Authorized User"** means any individual to whom Provider or its Customer, as applicable, grants access authorization to use the Cloud Service that is an employee, agent, contractor, or representative of Provider, Customer, Provider or Customer's Affiliates, and/or Customer's or Customer's Affiliates' Business Partners.

1.5. **"Business Partner"** means a legal entity that requires use of a 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 and its Affiliates.

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

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

1.8. **"Cloud MSP Support Schedule"** means the SAP Cloud MSP Support Schedule that is incorporated in the Agreement and each Order Form. To the extent there is any inconsistency between the Cloud MSP Support Schedule and the support terms described in a Supplement, the support terms in the Supplement will prevail.

1.9. **"Cloud Service"** or **"SAP Cloud Service"** means any distinct, hosted, supported and operated on-demand solution provided by SAP under an Order Form.

1.10. **"Customer"** means Provider's customer that is licensing or using the Provider Service only for its own internal business operations and that has signed a Customer Agreement. A Customer may not be the Provider or its Affiliates.

1.11. **"Customer Agreement"** means a written agreement entered into between Provider and any Customer pursuant to which Customer orders the Provider Service from Provider.

1.12. **"Data"** means any content, materials, data and information that Authorized Users entered into the production system of a Cloud Service (including any stored derivatives of entered data such as Provider or Customer-specific reports). Data does not include SAP's Confidential Information or SAP Materials.

1.13. **"Documentation"** means SAP's then-current technical and functional documentation, relating to the Cloud Services located at https://help.sap.com or which SAP makes available to Provider as part of the Cloud Service, including technical and functional specifications as updated by SAP from time to time in accordance with the Agreement.

1.14. "**Export Laws**" means all applicable import, export control and sanctions laws, including without limitation, the laws of Canada, the United States, the EU, and Germany.

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

1.16. **"Frame Order Form"** means the Order Form executed to provide Cloud Services to Provider for 1) their testing, development and demonstration purposes or 2) productive use of specific Cloud Services identified in (and subject to the additional requirements of) the MSP Commercial Supplement or Supplemental Terms and Conditions for specific Cloud Services.

1.17. **"Intellectual Property Rights"** means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.18. **"Minimum Terms"** means all of the minimum terms required to be included in Customer Agreement as set forth in Section 3.1 of this GTC.

1.19. **"MSP"** means "**Managed Service Provider**". In the event that the MSP program was referred to as the BPO program in the previously signed MSP Agreement, any reference to "BPO" shall be interpreted to mean "MSP," where applicable. The terms "MSP" and "BPO" shall be considered synonymous and interchangeable for all provisions within this Agreement and all attachments hereto.

1.20. **"Order Form"** means the ordering document for a Cloud Service that is governed by the MSP Agreement and the documents listed in its Section 2.1.

1.21. **"Partner Compliance Supplement"** means the Partner Compliance Supplement that is incorporated into the Agreement and each Order Form and published by SAP on its external agreements website. To the extent there is any inconsistency between the Partner Compliance Supplement and these GTCs, the terms in the Partner Compliance Supplement will prevail.

1.22. "**Price List**" means any price list(s) issued by SAP as applicable to PMC and MSP providers setting out the available software, services and the prices or fees.

1.23. **"Provider Service"** means Provider's hosted online service, utilized in conjunction with the SAP Cloud Service. This may include Provider's business process outsourcing service whereby Provider assumes responsibility for Customers' business processes. Provider Service is provided by Provider to Customers located in the Territory through remote access via the Internet.

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

1.25. **"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.

1.26. **"SAP"** means the SAP entity identified in the MSP Agreement that is a party to this Agreement.

1.27. **"SAP Materials"** or "**Cloud Materials**" means any materials or information provided, developed or made available by SAP (independently or with Provider's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Professional Services to Provider or its Customers. SAP Materials include but are not limited to the Documentation, statistical reports, usage measurements, and SAP content that describes, structures, or gives meaning to data in the Cloud Service such as data models, metadata, table descriptions, and similar materials and derivatives of the foregoing. SAP Materials do not include the Data, Provider Confidential Information, or the Cloud Service.

1.28. **"SAP SE"** means SAP SE, the parent company of SAP.

1.29. **"Subscription Term"** means the initial subscription term and if applicable any renewal subscription term of a Cloud Service identified in the Order Form.

1.30. "**Taxes**" means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.

1.31. **"Territory"** means the country or countries defined in the Exhibit 1, subject to Section 11 of these GTC (Trade Compliance).

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

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

2. USAGE RIGHTS AND RESTRICTIONS

2.1. Grant of Rights

2.1.1. Provider Use Rights for Cloud Service

SAP grants to Provider a non-exclusive, non-transferable right in the Territory to use the Cloud Service (including its implementation and configuration) in accordance with the Agreement and Documentation, solely to (i) develop an integration between the Cloud Service and the Provider Service, provided purchases the Cloud Service through the Frame Order Form; (ii) demonstrate the Provider Service to potential Customers, provided Provider purchases the Cloud Service through the Frame Order Form; and (iii) provide support for the Provider Service to Customers. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation. Provider may reproduce and distribute Documentation solely to support permitted use of the Cloud Service.

2.1.2. Cloud Service Subscription

SAP grants to Provider a non-exclusive, non-transferable right in the Territory to use the Cloud Service solely in conjunction with the provision of the Provider Service to support Customers' and their Affiliates' internal business operations. Provider will provide access to the Cloud Service to Customers only in accordance with the Agreement, including, without limitation, the restrictions listed in Sections 2.2, 2.3 and 3.1 of these MSP GTCs.

2.1.3. License to SAP

Provider grants SAP a worldwide, royalty free, non-exclusive license to (i) use, copy, reproduce, transmit, publish, publicly perform, publicly display, distribute and access the Provider Service and associated Data; and (ii) copy, reproduce, transmit, display, and distribute Data and Provider-provided marks, names, and logos, in each case solely to provide and support the Cloud Service and as set out in the Agreement.

2.1.4. Provider Affiliates

SAP grants to Provider a non-exclusive, non-transferable right to authorize Provider's Affiliates to market the Cloud Service to Customers as part of the Provider Service. Provider will ensure that any Affiliate it authorizes to market subscriptions to the Cloud Service is established in the Territory and only markets subscriptions to the Cloud Service 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 established in the Territory may be used for marketing the Cloud Service without SAP´s express written consent.

2.2. **Restricted License**

The Cloud Service may only be used to process Data for the purpose of providing the Provider Service.

2.3. **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).

2.4. **Provisioning**

SAP provides access to the Cloud Service as described in the Agreement. SAP makes the Cloud Service available and is responsible for its operation.

2.5. **Security**

SAP will implement and maintain appropriate technical and organizational measures to protect the personal data processed by SAP as part of the Cloud Service as described in the Data Processing Agreement incorporated in the Order Form in compliance with applicable data protection law. Provider will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Provider will not conduct or authorize penetration tests of the Cloud Service without advance written approval from SAP. SAP will protect Data in accordance with the Security Measures. "Security Measures" means the technical and organizational measures for the relevant Cloud Service published on https://www.sap.com/about/trust-center/agreements/SecurityMeasures.

Provider is also responsible for the following security requirements:

a) monitoring technical details in applicable release notes, security notes, and Documentation;

b) maintaining proper security configurations, authentications, and authorizations for each Authorized User; and,

c) enabling and configuring certain security features applicable to Provider's use of the Cloud Service.

2.6. **Authorized Users**

Provider may permit Authorized Users to access the Cloud Service solely for Customer's and its Affiliates' internal business operations in conjunction with the Provider Service. Cloud Service usage is limited to the Usage Metrics and volumes stated in the Order Form. 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 Cloud Service. Provider is responsible for breaches of the Agreement caused by Authorized Users.

2.7. **Verification of Use**

Provider will monitor use of the Cloud Service by Authorized Users and report any use in excess of the Usage Metrics and volume to SAP. In this case, Provider must sign an agreement with SAP that documents the additional use and additional fees. Such fees shall accrue from the date the excess use began. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement. SAP will be permitted to forward any data regarding use in excess of the Usage Metrics, volume and the Agreement to Provider.

2.8. **Suspension of Cloud Service**

SAP may suspend or limit use of the Cloud Service if:

a) continued use may result in material harm to the Cloud Service or its users; or

b) to comply with laws and regulations applicable to SAP, its Affiliates or subcontractors.

SAP will promptly notify Provider of the suspension or limitation. SAP will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

2.9. **Third Party Web Services**

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

2.10. **Mobile Access to Cloud Service**

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app stores. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement. SAP is not responsible for these third party websites.

2.11. **On-Premise Components**

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Provider. The System Availability SLA does not apply to these components. Provider may only use the on-premise components during the Subscription Term and solely to support permitted use of the Cloud Service.

2.12. **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 Provider Service 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).

2.13. **Delegation**

Provider may delegate the performance of the Provider's duties to suitably qualified personnel of an Affiliate. Notwithstanding such delegation by the Provider of its duties, Provider will remain directly accountable to SAP. Provider's Affiliate will not be entitled to hold itself out to be an authorized SAP partner or having any other direct relationship to SAP.

3. MINIMUM TERMS; ENFORCEMENT OF RIGHTS

3.1. **Minimum Terms**

Each Customer must have executed a Customer Agreement directly with Provider. The Customer Agreement must be binding on each Customer under applicable laws and regulations in the countries in which Provider is providing access to the Cloud

Services. The Customer Agreement must contain terms no less protective of SAP than the Agreement including without limitation the terms required under this Section 3.1, the applicable Order Form, and the Supplement. The Minimum Terms will include Provider's rights to perform audits on Customer's usage of the SAP Materials. Provider will not make any representations or warranties regarding the functionality or performance of the Cloud Service that conflict with the Agreement. The Customer Agreement will grant SAP, SAP SE and its Affiliates and subcontractors a non-exclusive right to process and use Data to provide and support the Cloud Service as set forth in the Agreement. SAP shall be named as a third-party beneficiary to each Customer Agreement.

3.2. **Enforcement of Rights**

If any third party is accessing, marketing or selling, the 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 selling the Cloud Service to any such third party unless and until such unauthorized activity is resolved to SAP's satisfaction.

4. MODIFICATIONS

4.1. **Scope**

SAP may modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows), provided that SAP shall not materially degrade the core functionality of the Cloud Service during the Subscription Term.

4.2. **Modification Notices**

SAP shall provide Provider with reasonable advance notice of modifications to the functionality of the Cloud Service in accordance with Section 16.4, except for any change to a Maintenance Window or Major Upgrade Window which shall be in accordance with the Service Level Agreement.

4.3. **Provider Termination**

If a modification materially degrades the Cloud Service and SAP does not provide equivalent functionality, Provider may terminate its subscription to the affected Cloud Service by providing written notice to SAP within one month of SAP's notice. If SAP does not receive timely notice, Provider is deemed to have accepted the modification.

5. PRICING, PAYMENT AND TAXES

5.1. **Pricing of the Provider Service**

Provider will independently establish the price payable by its Customers for the Cloud Service. Pricing for the Cloud Service may not be itemized separately from the Provider Service, unless otherwise agreed to in writing by SAP in advance.

5.2. **Payment**

5.2.1. Provider will pay to SAP all fees due within thirty (30) days of date of invoice. SAP will invoice Provider as specified in the applicable Order Form unless Provider is notified otherwise by SAP. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order.

5.2.2. Unpaid fees will accrue interest at the ANZ Bank of New Zealand Business Bank Indicator Rate per annum, but not to exceed the maximum amount as allowed by law. After prior written notice, SAP may suspend Provider's and its Customers' use of the SAP Cloud Service until payment is made.

5.2.3. Provider cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term, regardless of any termination, non-payment, 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.

5.3. **Fee Increases**

Except where agreed otherwise in the respective Order Form, the following rules shall apply to fee increases:

At the beginning of each renewal of the Subscription Term ("**Renewal Subscription Term**"), 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 Subscription 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 Subscription Renewal Term. Except for fee increases applied under this Section 5.3, SAP Cloud

Service fees for Subscription Renewal Terms will be equal to the fees for the immediately preceding Subscription Term for the same SAP Cloud Service, Usage Metrics and volume.

5.4. **Taxes**

All fees and other charges are subject to applicable Taxes, which will be charged in addition to fees under the Agreement.

6. ORDERS

6.1.1. Provider must execute an Order Form to order any subscription to a Cloud Service for a Customer. The Order Form will include such information as required by SAP for Cloud Service subscriptions. Provider will order a Cloud Service from SAP by using and filling out completely such forms and minimum order requirements as SAP may prescribe from time to time and must comply with any then-current order process for the specific Cloud Service. Where applicable, Provider agrees to use the electronic means provided by SAP for placing orders.

6.1.2. All Cloud Services ordered by Provider under an Order Form shall be Allocated to the Customer named in that Order Form and not to Provider, except for those Cloud Services ordered under the Frame Order Form. Authorized Users required by Provider to operate the subscribed Cloud Services for that named Customer are part of the Allocation to Customer, and usage by Provider is on behalf of the Customer, with the exception of the Frame Order Form. All Cloud Services ordered by Provider under then Frame Order Form shall be Allocated to Provider for non-productive use and not for delivering Cloud Services to any Customer, unless otherwise expressly agreed.

6.1.3. All orders under any Order Form are non-cancellable and fees are non-refundable.

6.1.4. 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.

6.1.5. Provider may order additional Usage Metrics during the term of a 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 Subscription Term of each addendum or additional Order Form shall be coterminous with the then-current Subscription Term set out in the original Order Form, and all fees shall be prorated accordingly. The first Order Form for a Customer and each addendum or additional Order Form shall have the same Subscription Renewal Term.

6.1.6. The Subscription Term is as stated in the Order Form. Each Order Form initially runs for the Subscription Term defined therein. Except as otherwise agreed in an Order Form, at the end of the initial Subscription Term the Order Form shall automatically renew for terms equal in length to the immediately preceding Subscription 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), unless the Order Form is terminated by one of the parties in accordance with section 6.1.7.

6.1.7. An Order Form cannot be terminated during the Subscription Term, except in accordance with these GTCs. Provider may terminate an Order Form at the end of the then-current Subscription Term by giving notice at least one month in advance of the expiration of the then-current Subscription Term. SAP may terminate an Order Form at the end of the then-current Subscription Term by giving notice at least six months' notice prior to the expiration of the then-current Subscription Term.

7. SUPPORT

Support for the Cloud Service will be provided by SAP to Provider as described in the SAP Cloud MSP 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**

Except for any rights expressly granted to Provider under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and any derivative works of:

a) the Cloud Service;

b) SAP Materials;

c) Documentation; and

d) any services, design contributions, related knowledge or processes, whether or not developed for Provider.

Provider shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

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 Provider Service, 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. **SAP Partner Logo; Trademarks**

8.3.1. SAP grants to Provider a revocable, nonexclusive, non-sublicensable, non-transferable license to use the SAP partner logo ("**SAP Partner Logo**") as set forth in the SAP PartnerEdge Branding and Logo Usage Guideline for Partners (the "**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 Partner Logo.

8.3.2. Use of the SAP Partner Logo 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.

8.3.3. 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 Partner Logo. Provider will reasonably cooperate with SAP, at SAP's expense, in the defense and protection of the SAP Partner Logo. Provider acknowledges the value of the goodwill in the Trademarks, including the SAP Partner Logo, and that SAP is the exclusive beneficiary of such goodwill.

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

8.4. **Confidential Information**

8.4.1. Definition of Confidential Information. As used herein, "Confidential Information" means all information which disclosing party protects against unrestricted disclosure to others, furnished by the disclosing party or its representatives to the receiving party or its representatives in writing or in other tangible form that the disclosing Party or its representatives designates as confidential and/or proprietary at the time of disclosure.

8.4.2. Handling of Confidential Information. Where the Confidential Information has not been reduced to written or other tangible form at the time of disclosure, and such disclosure is made orally or visually, the disclosing party agrees to identify it as confidential or proprietary at the time of disclosure and to summarize the Confidential Information in writing and deliver such summary within thirty (30) calendar days of such oral or visual disclosure. Any disclosures not reduced to written or other tangible form at the time of disclosure, and which were disclosed prior to the Effective Date of this Agreement may be reduced into writing within thirty (30) calendar days of the Effective Date of this Agreement.

8.4.3. Additional Provisions. 1) Neither party shall identify information as confidential or proprietary that is not in good faith believed to be confidential or proprietary. 2) The Parties will notify each other within 90 days from disclosure if they discover that any trade secret or other confidential information has been unintentionally or accidentally disclosed. Upon any such notice, the parties will work in good faith to so mark the disclosed information as confidential.

8.4.4. Use of Confidential Information. The receiving party will:

a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, which shall not be less than a reasonable standard of care;

b) not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in this Section 8.4.

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

d) retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions.

Provider shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other related facts to any third party. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 8.4.

8.4.5. **Compelled Disclosure.** The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally

permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

8.4.6. **Exceptions.** The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that: (i) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (ii) has become generally known or available to the public through no act or omission by the receiving party, (iii) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or (iv) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information, or (v) the disclosing party agrees in writing is free of confidentiality restrictions.

8.4.7. **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 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). Provider agrees that SAP may share information on Provider with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Provider employee contact information with SAP SE and its Affiliates.

8.4.8. **Destruction and Return of Confidential Information.** Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it. The obligation to destroy or return Confidential Information shall not apply:

a) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;

b) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies; or

c) to Confidential Information the receiving party is legally entitled or required to retain.

8.4.9. **Residuals**

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. Nothing in this Agreement shall prohibit or restrict either party's right to develop, make, use, market, license or distribute products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it shall not thereby breach this Agreement. Each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information. Further, either party shall be free to use for any purpose the Residuals resulting from access to or work with Confidential Information disclosed hereunder. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals

8.5. **Feedback**

Provider may at its sole discretion and option provide SAP with Feedback. In such instance, SAP, SAP SE and its Affiliates may in their sole discretion retain and freely use, incorporate or otherwise exploit such Feedback without restriction, compensation or attribution to the source of the Feedback.

8.6. **Acceptable Use Policy.** Unless stated otherwise in the Agreement, , Provider (or any third-party acting on its behalf) shall not:

a) copy, translate, disassemble, decompile, make derivative works, or reverse-engineer the Cloud Service or SAP Materials (or attempt any of the foregoing);

b) enter, store, or transfer any content or data on or via the Cloud Service that is unlawful or infringes any Intellectual Property Rights;

c) use the Cloud Service or SAP Materials for training, developing, or enhancing machine learning, artificial intelligence models, or similar technologies, except where expressly permitted by SAP;

d) circumvent or endanger its operation or security of the Cloud Service; or

e) remove SAP's copyright and authorship notices.

f) use Cloud Services or SAP Materials in a manner that exceeds the rights granted under the Agreement, including for the purpose of developing, commercializing, or making available any product or service that replicates, simulates, or competes with the Cloud Service or any SAP Materials. For the avoidance of doubt, this shall not curtail Provider's right to independently develop their own products or services, provided such development does not rely on Cloud Service or SAP Materials.

9. THIRD PARTY CLAIMS

9.1. Claims Brought Against Provider

9.1.1. SAP will defend Provider against claims brought against Provider and its Affiliates by a third party owner of intellectual property alleging that Provider's use of the Cloud Service in the Territory in accordance with the Documentation and the terms and conditions of the Agreement constitutes a direct infringement or misappropriation of that third party's patent claim, copyright, or trade secret right. SAP will pay Provider damages finally awarded against Provider (or the amount of any settlement SAP enters into) with respect to these claims.

9.1.2. SAP's obligations under Section 9.1.1 will not apply if the claim results from (i) Provider's breach of the Agreement, (ii) use of the Cloud Service in conjunction with any product or service not provided by SAP, (iii) use of the Cloud Service provided for no fee; or (iv) Provider's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Provider's failure to provide or delay in providing such notice.

9.1.3. If a third party makes a claim or in SAP's reasonable opinion is likely to make such a claim, SAP may, at its sole option and expense, (i) procure for Provider the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the 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 Cloud Service upon written notice to the other.

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

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 to 9.2(d). Provider will pay SAP damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Provider 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 2.1.4, 2.2, 3.1, and 11 through 13 of these GTC; and

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

9.3. Third Party Claim Procedure.

All third party claims under Section 9 shall be conducted as follows:

a) The party against whom a third party claim is brought (the "**Named Party**") will timely notify the other party (the "**Defending Party**") in writing of any claim. The Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party subject to Section 9.3(b).

b) The Defending Party will have the right to fully control the defense.

c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the Named Party.

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 MSP Agreement and shall continue for a term as described in the MSP Agreement, unless otherwise earlier terminated as set forth herein.

10.2. **Termination**

A party may terminate the Agreement: (i) for cause upon 30 days' written notice of the other party's material breach of any provision of the Agreement, unless the breaching party has cured the breach during such 30 day period; (ii) as permitted under Section 4.3, 9.1.3 or 14.3.1(b) (with termination effective thirty days after receipt of notice in each of these cases), or (iii) immediately if (x) the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 8.4, 11, 12 or 16.5 or (y) Provider fails to (1) comply with information requests required by SAP to carry out due diligence checks and any subsequent due diligence renewal requests and/or audits, or (2) meet SAP's partner due diligence requirements.

10.3. **Wind Down**

If this Agreement is terminated other than due to a termination by SAP under Section 10.2 and so long as Provider continues to comply with the terms and conditions of the Agreement, those Cloud Services subscriptions that were still valid at the point in time when the Agreement is terminated will not automatically terminate but will remain in place and SAP will grant Provider a wind-down period after the termination of the Agreement but such wind down period shall not exceed 3 years from the termination date of the Agreement ("Wind-Down Period"). During the Wind-Down period, the Agreement will continue except as set out below:

a) the Subscription Term of a Cloud Service will not extend automatically if the Subscription Renewal Term would end later than the Wind-Down Period; and

b) Provider may order an increase to a Usage Metric for those subscriptions that were still valid upon the termination date of the Agreement 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. **Refund and Payment**.

For termination by Provider under Section 10.2 or 14.3.1(b), 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 (unless such refund is prohibited by Export Regulations); and

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

10.5. **Consequences of Termination for Provider's 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) without any Wind-Down Period, 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 the effective date of expiration or termination of the Agreement or, if applicable, after the expiration of the Wind-down Period:

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

b) Confidential Information of the disclosing party will be retained, returned or destroyed as required by the Agreement or applicable law; 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, 5.2, 5.4, 8, 9, 10.3, 10.4, 10.5, 10.6, 10.7, 11, 12, 15 and 16 will survive the expiration or termination of the Agreement.

11. TRADE COMPLIANCE

11.1. SAP and Provider shall comply with all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany ("Export Laws") in the performance of this Agreement. SAP Confidential Information is subject to Export Laws. Provider, its Affiliates, and Authorized Users shall not directly or indirectly export, re-export, release, or transfer Confidential Information in violation of Export Laws. Provider shall not use the Cloud Service from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) the so-called Luhansk Peoples Republic (LNR) and Donetsk Peoples Republic (DNR) or Syria. Provider will take all precautions to ensure that any permitted distributor, reseller and Customer complies with the Export Laws.

11.2. 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 SAP Materials may require prior export and/or import authorizations and this process may delay or prevent the delivery of Cloud Service or SAP Materials, including support services. This section also applies to any Cloud Service or support services that SAP delivers to the Customer directly.

11.3. 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 Provider Service.

12. PARTNER COMPLIANCE SUPPLEMENT

Provider agrees to comply in full with the Partner Compliance Supplement throughout the term of the Agreement.

13. PROVIDER AND PERSONAL DATA

13.1. As between the parties to this Agreement, Provider retains all rights in and related to the Data. SAP may use Provider-provided trademarks solely to provide and support the Cloud Service and for the purposes of this Agreement. Provider shall be responsible for the Data and entering it into the Cloud Service. Provider grants to SAP (including SAP SE, its Affiliates and subcontractors) a non-exclusive right to process and use Data to provide and support the Cloud Service and as set out in the Agreement.

13.2. Provider will collect and maintain all personal data contained in the Data in compliance with applicable data privacy and protection laws.

13.3. During the Subscription Term, Provider 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 access to the Data.

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

13.5. SAP will delete the Data remaining on servers hosting the Cloud Service within 120 days from termination or expiration of the Subscription Term unless retention is permitted under the Agreement or required by applicable law. Retained data is subject to the confidentiality provisions of the Agreement.

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

13.7. SAP will provide limited access to the Cloud Service for no more than 1 month past termination or expiry of the Subscription Term strictly as needed for Provider to export Data ("Retrieval Period"). The Retrieval Period is subject to the following:

a) Provider agrees that even if access is not technically limited to exporting Data, Provider shall not utilize the Cloud Service for any other purpose during the Retrieval Period;

b) If Provider uses the Cloud Service for anything other than exporting Data during the Retrieval Period, Provider agrees to pay SAP's then-current prorated price list rates for the entire Retrieval Period; and

c) Provider's access during the Retrieval Period shall continue to be governed by its obligations under the Agreement.

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 Cloud Service, and

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

14.2. **Performance Warranty**

SAP warrants that the Cloud Service will substantially conform to the specifications contained in the Documentation during the Subscription Term for the Cloud Services.

14.3. **Remedy**

14.3.1. Provided Provider notifies SAP in writing with a specific description of the Cloud Service's non-conformance with the warranty in Section 14.2 within the warranty period without undue delay and SAP validates the existence of such non-conformance, SAP will, at its option:

a) correct or replace the non-conforming Cloud Service, or

b) if SAP fails to correct the non-conformance after using reasonable commercial efforts, terminate the access to the non-conforming Cloud Service.

14.3.2. This does not apply to trivial or non-material cases of non-conformance and is Provider's sole and exclusive remedy under the warranty in Section 14.2. The written notification of any non-conformance by Provider must include sufficient detail for SAP to analyze the alleged non-conformance. Provider must provide commercially reasonable assistance to SAP in analyzing and remediating any non-conformance of the Cloud Service.

14.3.3. SAP will, with regard to the Cloud Services, consult with Provider to define a reasonable amount: (i) by which Provider may reduce the subscription fees for the non-conforming Cloud Services in case Provider has not already paid them; or (ii) if Provider has already paid the subscription fees for the non-conforming Cloud Services, which SAP will refund to Provider to reflect the non-conformance.

14.4. **System Availability**

14.4.1. SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").

14.4.2. Provider's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the SLA. 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 Cloud Service or request a refund for the amount of the credit if no future invoice is due.

14.5. **Warranty Exclusions**

The warranties in Sections 14.1 and 14.2 will not apply if:

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

b) any non-conformity is caused by Provider or its Customer(s), another third party, or by any product, database, content or service not provided by SAP, or

c) the 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 Cloud Service.

14.7. **Provider Representation**

Provider will not make any representations or warranties as to the performance of the Cloud 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 Provider Service and to perform its obligations under this Agreement.

15. LIMITATION OF LIABILITY

15.1. **No Cap on Liability**

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

a) Provider's obligations under Section 9.2 of this GTC;

b) death or bodily injury arising from either party's gross negligence or wilful misconduct;

c) Provider's or its Affiliate's unauthorized use, license or disclosure of any Cloud Service or SAP Materials and/or any failure by Provider to pay any fees due under the Agreement;

d) Provider's breach of the Customer licensing requirements set forth in this Agreement, including the Minimum Terms;

e) fraud or fraudulent misrepresentation; or

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

15.2. **Liability Cap**

Except as set forth in Section 15.1 above, 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 this Agreement), the maximum aggregate liability of either party (or its parent, 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 12 month period will not exceed the annual subscription fees paid for the applicable Cloud Service associated with the damages for that 12 month period. Any "12 month period" commences on the Subscription Term start date or any of its yearly anniversaries.

15.3. **Exclusion of Damages**

In no case will:

a) either party (or its respective Affiliates or SAP's subcontractors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and

b) SAP be liable for any damages caused by any Cloud Service provided for no fee.

15.4. **Extension to Group Members**

Any limitations to the liability and obligations of SAP according to this Section 15 will also apply for the benefit of SAP SE and any of its Affiliates and their respective licensors.

16. MISCELLANEOUS

16.1. **Severability.** If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

16.2. **Waivers.** A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

16.3. **Counterparts; Electronic Signature.** The Agreement may be signed in counterparts, each of which is an original and together constitute one Agreement. Electronic signatures 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 an Order Form. Notices made by SAP to Provider may be in the form of an electronic notice to Provider's authorized representative or administrator. SAP may provide notice of modifications to the Cloud Service under Section 4 via Documentation, release notes or publication. System notifications and information from SAP relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service or made available via the SAP Support Portal.

16.5. **Assignment.** Without SAP's prior written consent, Provider may not assign, delegate or otherwise 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 Cloud Service 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.** The 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 (a) Section 4 or Section 17 of these MSP GTCs, or (b) as permitted elsewhere in the Agreement, or (c) as mutually agreed by the parties in writing. Terms and conditions of any Provider-issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

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

16.11. **Governing Law.** This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be construed, and the legal relations between the parties hereto will be determined, in accordance with the laws of New Zealand. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

16.12. **Jurisdiction and Mandatory Venue.** The parties submit to the exclusive jurisdiction of the courts located in New Zealand. The parties waive any objections to the venue or jurisdictions identified in this provision. The mandatory, sole and exclusive venue, place or forum for any disputes arising from the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) shall be New Zealand.

16.13. **Statute of Limitation**

Provider must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within 1 year from the date when Provider knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

16.14. **Records.** Provider will maintain accurate and transparent books, records and accounts in accordance with record retention policies sufficient to accurately account for transactions and to demonstrate compliance with applicable laws and regulations. Financial books, records, and statements shall be kept in reasonable detail, accuracy and fairly reflect the disposition of assets and transactions. The contents of the books and records and related supporting documentation should be sufficient such that a third party could assess the business purpose of the transaction, including (as applicable) the identification of any third parties involved. Provider must accurately document all transactions related to this Agreement and prevent side agreements contradicting the terms of the Agreement and the commitments made by Provider towards SAP, whether oral or written. Where Provider becomes aware of any such side commitments, Provider must promptly notify SAP of such commitments in writing.

17. CHANGES TO TERMS

17.1. Notwithstanding anything in this Agreement, SAP reserves the right to change the Price List without prior written notice. Any change to the Price List will become effective on the date indicated in the Price List or if no such date is indicated on the date the new Price List is provided to Provider (via publication on SAP's partner dedicated website or otherwise). The price for the relevant SAP Cloud Services as set out in an existing Order Form shall not be affected by such a change to the Price List. Existing offers provided by SAP to Provider will be honored during the offer validity period set out in the Order Form.

17.2. SAP reserves the right to change specific provisions of the Agreement (in particular by replacing parts of it with an updated version), including, without limitation, the MSP Agreement, the MSP GTCs, and any other guide or agreement concluded under or in connection with any part of the Agreement, as may be reasonably required and consistent with updates and changes to SAP's program and policies.

17.3. SAP will give Provider at least three months' prior notice in writing or in any other documented form of changes to any or all parts of this Agreement as set out in Section 17.2. Unless otherwise stated in the notice, the notice will become effective after three months ("**Change Period**") and shall apply to new Order Forms entered into after the applicable notice period, unless section 17.4 applies. If the justified interests of Provider are negatively affected by any of these changes, Provider is entitled to terminate this Agreement with effect on the expiration of the applicable Change Period. If Provider does not terminate within the applicable Change Period, the changes are deemed to be accepted by Provider. If Provider elects to terminate within the applicable Change Period, the Wind-Down Period shall commence on the expiration of the applicable Change Period.

17.4. Any change that SAP reasonably believes to be beneficial to Provider 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 Provider believe a change not to be beneficial, Provider must notify SAP in writing within five days of receipt of such notice that Provider does not agree with SAP's assumption and state the reasons why the change would not be beneficial to Provider. In such case, Section 17.3 applies.