

SAP CONCUR SERVICE PARTNER PROGRAM
GENERAL TERMS AND CONDITIONS
FOR CONCUR HOLDINGS (NETHERLANDS) BV

1. DEFINITIONS

In addition to the terms defined in the Master Service Partner Agreement, the following terms shall have the following meanings whenever used in this Agreement with initial letters capitalized:

- 1.1. **"Affiliate"** of a given entity means any legal entity that directly or indirectly Controls, is Controlled by, or is under common Control with such entity, for so long as such control is maintained.
- 1.2. **"Annual Period"** means, as context requires, (a) for the Agreement, (i) the initial period under the Agreement starting on the Effective Date and ending on December 31 of the same calendar year, and (ii) each subsequent twelve-month period beginning on each January 1 during the term of the Agreement, and (b) for a Service Partner Model, (i) the initial period under the Service Partner Model starting on the Schedule Effective Date and ending on December 31 of the same calendar year, and (ii) each subsequent twelve-month period beginning on each January 1 during the term of the Service Partner Model.
- 1.3. **"Change Period"** has the meaning set forth in Section 11.11 below.
- 1.4. **"Confidential Information"** has the meaning set forth in Section 8.1 below.
- 1.5. **"Control"** means the power to direct or cause the direction of the affairs of a legal entity whether by means of direct or indirect ownership of fifty per cent (50%) or more of the voting rights or similar rights of ownership or by means of having the power to direct the management or directors whether conferred by constitutional documents, shareholder agreement or other document regulating the affairs of an entity.
- 1.6. **"Customer Data"** means any content, materials, data and information that an SAP Concur customer's authorized users enter into the production system of an SAP Concur cloud service, or that such customer derives from its use of and stores in an SAP Concur cloud service (e.g. customer-specific reports).
- 1.7. **"Disclosing Party"** has the meaning set forth in Section 8.2 below.
- 1.8. **"Disclosing Party's Software"** has the meaning set forth in Section 8.1 below.
- 1.9. **"Feedback"** has the meaning set forth in Section 8.2 below.
- 1.10. **"Intellectual Property Rights"** means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.11. **"Intermediary/ies"** has the meaning set forth in Section 4.4 below.
- 1.12. **"Order Form"** means each mutually-acceptable written ordering document required (a) in addition to the applicable Service Partner Schedule, for participation in a Service Partner Model or (b) for services ordered in connection with such participation (e.g., training services from SAP Concur).
- 1.13. **"Partner Level"** means the program levels as described in detail in the applicable Program Policies.
- 1.14. **"Price List"** means any price list(s) issued by SAP Concur for the applicable Service Partner Model setting out the available prices or fees, as further defined in the applicable Program Policies.
- 1.15. **"Program"** means the Service Partner Program.
- 1.16. **"Program Fee"** has the meaning set forth in Section 5.2 below.
- 1.17. **"Program Policies"** means the Program guidance documents, the Price Lists, and any other policies, as adopted and modified by SAP Concur from time to time in accordance with the terms of the Agreement and made available to Service Partner, which may include, without limitation, posting by SAP Concur on the Service Partner

Site. Program Policies may cover, but are not limited to, personnel certification requirements, methodologies, or best practices prescribed by SAP Concur. Program Policies may apply to the Program as a whole or may apply to specific Service Partner Models, as context requires.

- 1.18. **"Program Requirements"** means the Program requirements that are described in detail in the applicable Service Partner Model and the applicable Program Policies.
- 1.19. **"Receiving Party"** has the meaning set forth in Section 8.1 below.
- 1.20. **"Relationship Manager"** has the meaning set forth in Section 2.1 below.
- 1.21. **"Representatives"** means (a) in case of Service Partner (i) employees, consultants, and (sub)-contractors of Service Partner and any Service Partner Affiliate and (ii) attorneys, accountants or other professional business advisors of Service Partner or any Service Partner Affiliate; and (b) in case of SAP Concur (i) employees, consultants, and (sub)-contractors of SAP Concur or any SAP Concur Affiliate and (ii) attorneys, accountants, or other professional business advisors of SAP Concur or any SAP Concur Affiliate, who are in the case of both subclauses (a) and (b) actively and directly involved in the performance of obligations under any part of this Agreement or who otherwise need to know the Confidential Information for the purpose of a party's performance under any part of this Agreement and are put under obligations of confidentiality substantially similar to those set forth in Section 8 below.
- 1.22. **"Reasonable Steps"** has the meaning set forth in Section 8.2 below.
- 1.23. **"SAP Concur Program Logos"** has the meaning set forth in Section 3.1 below.
- 1.24. **"SAP Concur Property"** has the meaning set forth in Section 3.2 below.
- 1.25. **"SAP Group"** means SAP Parent and each Affiliate under its direct or indirect Control.
- 1.26. **"SAP Parent"** means SAP SE, a European Company (Societas Europaea, SE) established under the laws of Germany and the European Union, registered with the commercial register of the local court of Mannheim, Germany, under HRB 719915, with registered office in Walldorf, Germany, and business address at Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany.
- 1.27. **"SAP Partner Code of Conduct"** means SAP Group's global policy document that provides a set of informative guidelines to enable partners to comply with good business practices which is published on SAP's partner-dedicated website.
- 1.28. **"Schedule Effective Date"** means the effective date of the applicable Service Partner Schedule.
- 1.29. **"Trademarks"** means the trademarks, service marks, trade names, service names, proprietary words, symbols and other logos of SAP Concur, SAP SE, and their respective Affiliates or licensors.

2. PROGRAM

- 2.1. Relationship Manager. Upon the Effective Date, Service Partner will designate and provide SAP Concur with the name, address, email address, and telephone number of a representative of Service Partner (a "Relationship Manager") whose responsibility is to: (a) act as the primary point of contact under this Agreement for Service Partner; and (b) manage all aspects of the relationship between SAP Concur and Service Partner under this Agreement on behalf of Service Partner, except as otherwise provided herein. Service Partner may replace its Relationship Manager by providing reasonable notice of the replacement to SAP Concur. SAP Concur will provide Service Partner with the email address of the SAP Concur contact alias (i.e., sapconcurservicepartners@sap.com or such other alias as SAP Concur may designate from time to time) for use in connection with Service Partner performing its obligations under the Agreement. With respect to any Service Partner Model for which Service Partner and SAP Concur have entered into a Service Partner Schedule, Service Partner may designate and provide SAP Concur with the name, address, email address, and telephone number of a representative of Service Partner whose responsibility is to, as the designee of the Relationship Manager: (a) act as the primary point of contact under this Agreement for such Service Partner Model; and (b) manage all aspects of the relationship between SAP Concur and Service Partner under this Agreement on behalf of Service Partner with respect to such Service Partner Model, except as otherwise provided herein. Service Partner may replace such designee by providing reasonable notice of the replacement to SAP Concur.

- 2.2. Program Requirements. Service Partner and its Affiliates shall comply with all Program Requirements for the Program and for each Service Partner Model for which Service Partner and SAP Concur have entered into a Service Partner Schedule, including any and all applicable Program Policies.
- 2.3. Non-Exclusivity. Nothing in this Agreement prohibits or restricts either party's right to develop, make, use, market, license, position, provide, and distribute software, cloud services or other services, documents, materials, or other products similar or competitive with those of the other party as long as it does not thereby breach its confidentiality obligations hereunder or any other part of this Agreement or violate the Intellectual Property Rights of the other party.
- 2.4. Customer Fees. Service Partner and its Affiliates have exclusive control over setting the fees they charge to customers for the services Service Partner and its Affiliates provide.
- 2.5. Participation Agreements. Any legal entity that is affiliated with Service Partner and enters into a separate agreement with SAP Concur (or an SAP Concur Affiliate) for participation in the Program as a service partner itself is not a Service Partner Affiliate hereunder. SAP Concur may condition such legal entity's participation in the Program on execution of SAP Concur's form of participation agreement, which provides that such legal entity's participation in the Program is on terms that are the same in all material respects as Service Partner's. For the purpose of each participation agreement, all references to SAP Concur in this Agreement shall be deemed to be a reference solely to that SAP Concur Affiliate which will be executing the participation agreement.

3. USE OF MARKS; OWNERSHIP OF PROPERTY; USE RESTRICTIONS

- 3.1. Use of Marks.
 - a) Subject to Partner's compliance with all Program Requirements, SAP Concur grants to Partner a revocable, non-exclusive, non-transferable license to use the SAP Concur Service Partner logo that SAP Concur makes available to the Partner, depending on the program participation, in connection with the Agreement in accordance with the terms of this Section 3 ("**SAP Concur Program Logos**"). Service Partner is not permitted to grant sublicenses to the SAP Concur Program Logos. No other license to any other Trademark is provided by SAP under this Agreement.
 - b) When using SAP Concur Program Logos, Service Partner must adhere to the SAP Concur branding guide or such other SAP trademark use requirements SAP may provide. Service Partner must refrain from permitting third parties to use or otherwise exploit SAP Concur's name, logo or trademark and/or any name, logo or trademark of any SAP Concur Affiliate. This includes, without limitation, permitting any Service Partner Affiliate to use or otherwise exploit the SAP Concur Program Logos if such Service Partner Affiliate is not participating in the applicable Service Partner Model or is not in compliance with all Program Requirements (e.g., personnel of the Service Partner Affiliate have not completed necessary training or certifications). SAP Concur reserves the right to review the use of the SAP Concur Program Logos in Service Partner's and its Affiliates' marketing, advertising and other promotional materials and Service Partner shall comply with all reasonable requests by SAP Concur in connection with any exercise by SAP Concur of this right.
 - c) Service Partner agrees not to register any Trademark (in whole or in part), or any mark confusingly similar to a Trademark. Service Partner will not contest the validity of the SAP Concur Program Logos. Partner will reasonably cooperate with SAP Concur, at SAP Concur's expense, in the defense and protection of the SAP Concur Logos. Service Partner acknowledges the value of the goodwill in the Trademarks, including the SAP Concur Program Logos, and that SAP Concur is the exclusive beneficiary of such goodwill.
- 3.2. Ownership. SAP Concur and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "**SAP Concur Property**"): (a) the SAP Concur products and service and all other software, hardware, technology, documentation, and information provided by SAP Concur in connection with its products and services, including, without limitation, documentation, training materials, and other information with respect to the Program, the Service Partner Models, or the Partner Levels, whether set forth in an online Program portal or elsewhere; (b) the SAP Concur Confidential Information; (c) the Trademarks; and (d) all worldwide Intellectual Property Rights in and to the property described in the immediately foregoing clauses (a) and (b). The use rights set forth in the Agreement are the entirety of Service Partner's rights in connection with the SAP Concur Property.

- 3.3. Restrictions. Except as otherwise expressly authorized herein or by SAP Concur in writing, Service Partner shall not directly or indirectly, and shall ensure its Affiliates do not, directly or indirectly, do any of the following: (a) access or use any SAP Concur Property under this Agreement except as specifically authorized herein; (b) sell, distribute, sublicense, broadcast, or commercially exploit any SAP Concur Property under this Agreement, including without limitation any access or use of or access to any SAP Concur Property on a service bureau basis or outsourcing, renting or time-sharing basis; (c) copy, modify, or prepare derivative works based on SAP Concur Property; (d) reverse engineer, decompile, disassemble, or attempt to derive source code from any SAP Concur Property; (e) interfere with or disrupt the integrity or performance of SAP Concur Property or Customer Data residing in the SAP Concur Property; (f) introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the SAP Concur Property; (g) authorize or allow any third party to access or use the SAP Concur Property; or (h) remove, obscure, or alter any Intellectual Property Right or confidentiality notices or legends appearing in or on any aspect of any SAP Concur Property.
- 3.4. Marketing and Publicity. Except as expressly permitted under the terms of this Agreement, neither party shall use the other party's name, logo, or other trademark in any sales, advertising, marketing or promotional activities, including without limitation, in any publication, press release, advertisement, website, or public forum without the prior written approval of the other party.

4. SERVICE PARTNER RESPONSIBILITIES

4.1. Export Regulations

- d) Scope. SAP Concur Confidential Information is subject to export control laws of various countries, including the laws of the United States, the European Union, Ireland and Germany ("**Export Regulations**"). Service Partner will not export SAP Concur and its Affiliates' Confidential Information to countries, persons, organizations or entities if prohibited by Export Regulations. Service Partner will take all precautions to ensure that Service Partner, its Affiliates and anyone it authorizes to provide services to customers under the Agreement complies with the Export Regulations.
- e) Export Assistance. Service Partner will support SAP Concur and its Affiliates in obtaining any required export and import authorization and/or approval by providing such information as requested by SAP Concur. The availability of the SAP Concur Property may require prior export and/or import authorizations and this process may delay or prevent the delivery of SAP Concur Property, including SAP Concur services.

4.2. Compliance Obligations

- a) Compliance Obligations. Service Partner and all its affiliates shall conduct operations in compliance with applicable laws, rules and regulations in exercising rights and obligations under any part of 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. Service Partner and its Affiliates shall comply with SAP Partner Code of Conduct, or Service Partner and its Affiliates may comply with Service Partner's own code of conduct if comparable standards are established. Service Partner and its Affiliates are not listed by any government agency as debarred, suspended, proposed for suspension or debarment or otherwise determined to be ineligible for government procurement programs.
- b) No Prohibited Parties Payments. In exercising rights and obligations under any part of this Agreement, Service Partner, its Affiliates and anyone acting on Service Partner's behalf shall not make, offer, promise or authorize payment of anything of value directly or indirectly to any of the following Prohibited Parties for the purpose of unlawfully influencing their acts or decisions:
- i. Employees, consultants, or representatives of the customer or prospect,
 - ii. Government officials or employees,
 - iii. Political party officials or candidates,
 - iv. Officers or employees of any public international organization,
 - v. Immediate family member of such persons (or any other person) for the benefit of such persons.

Business entertainment conducted for the fulfilment of any part 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.

- c) Delegation. Neither Service Partner nor its Affiliates have rights to delegate its obligations under this Agreement to subcontractors unless expressly permitted under this Agreement. Service Partner shall require all subcontractors to agree to terms substantially similar to this Section 4.2 (Compliance Obligations) in writing. Service Partner and its Affiliates must obtain SAP Concur'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 any part of this Agreement.
- d) Additional Restrictions. Service Partner and its Affiliates shall not obtain on SAP's behalf or provide to SAP Concur any information which is not legally available in the applicable 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.

4.3. Insurance. During the term of the Agreement, Partner agrees to maintain, at its own expense, for Partner and its personnel, insurance coverage in accordance with any applicable statutory requirements. In addition, Partner shall maintain commercial general and professional liability insurance coverage with adequate scope and limits to cover liabilities for personal injuries, property damages and pure financial losses assumed under the Agreement. Upon request, Partner shall provide SAP with a properly executed certificate of insurance evidencing existence of required coverages. None of the insurance coverage requirements described above are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by Partner under this Agreement.

4.4. Audit

- a) SAP Concur shall have the right to once annually conduct an audit to verify the compliance of Service Partner and/or any of its Affiliates with the terms of this Agreement, in particular compliance obligations. Notwithstanding the foregoing, in the event SAP Concur reasonably believes that a breach of the terms of this Agreement, and in particular the compliance obligations, has occurred or will most likely occur, SAP Concur shall have the right to perform an audit.
- b) The audit will be conducted by SAP Concur, its nominated independent expert, or an SAP Concur Affiliate. By choosing the expert, SAP Concur will take into account Service Partner's legitimate business interests. SAP Concur will bear the costs of the audit unless: (i) the expert establishes a breach by Service Partner in which case Service Partner must bear the costs, or (ii) Service Partner does not fully or timely cooperate with reasonable requests relevant to the audit.
- c) SAP Concur will provide one (1) week advance notice of an audit unless (i) SAP Concur reasonably believes that evidence to be reviewed will be compromised or (ii) required by investigating authorities.
- d) The audit will take place during normal business hours and SAP Concur will instruct its expert to conduct the audit in such a manner that it will not unreasonably interfere with Service Partner's business operations.
- e) Service Partner must make full disclosure to SAP Concur or its Affiliate or expert, and ensure that any Service Partner Affiliate and any of Service Partner's Representatives cooperate fully and provide information, grant viewing access to all necessary and useful documents and permit the making of copies of them. Financial records must be readily available for inspection during audits by SAP Concur, its Affiliate, or its expert. Service Partner also agrees to make its employees, officers, and directors involved in the performance of obligations under this Agreement available for meetings and interviews with SAP Concur, its Affiliate, and/or its expert for the audit. Service Partner agrees to provide appropriate workspace for the expert.
- f) The expert will be bound in writing to confidentiality for the benefit of SAP Concur and Service Partner. The expert will undertake not to disclose information to SAP Concur or its Affiliate, except for the purpose of providing a report of the audit and, in case of a breach of any part of this Agreement, any information establishing such a breach.

- g) Service Partner's Confidential Information disclosed during the audit will not be used by SAP Concur or its Affiliates for any purpose other than to verify and prove if a breach of any part of this Agreement has occurred.
- h) Service Partner must include audit terms with its agreements with any third party used by Service Partner in connection with its activities under this Agreement, including, without limitation, all Affiliates (hereinafter "**Intermediary/ies**"), which are materially as protective as the terms in this Section 4.4. Furthermore, Service Partner must make SAP Concur a third-party beneficiary to such audit terms with the right to enforce such provisions directly against the Intermediary at SAP Concur's sole discretion.
- i) SAP Concur reserves the right to suspend new business with Service Partner in the event of a lack of reasonable and/or timely cooperation by Service Partner and its representatives in case of an audit. Furthermore, SAP Concur may terminate the Agreement in accordance with Section 9.1 in case Service Partner does not cooperate with SAP Concur, its Affiliate, or its expert during an audit as outlined in this Section 4.4.

5. FEES AND PAYMENT TERMS

- 5.1. Payment Terms; Order Forms; Invoices. Fees in connection with a Service Partner Model will be invoiced by SAP Concur in accordance with the applicable Order Form(s). Service Partner agrees to pay the amounts set forth in the Order Form(s) within thirty (30) days of receipt of the invoice.. Except as otherwise provided in the Agreement, all fees paid under this Agreement are non-refundable. All fees specified in this Agreement (i) will be invoiced and paid in the currency set forth in the applicable Service Partner Schedule, and (ii) will be invoiced to Service Partner and not any Service Partner Affiliate.
- 5.2. Program Fees. If Service Partner is obliged to pay to SAP Concur an annual program fee under a Service Partner Schedule (each a "**Program Fee**"), with regard to the initial Annual Period under such schedule, the Program Fee will be calculated by SAP Concur from the effective date of the schedule to the end of the initial Annual Period under such schedule (i.e., the next December 31st) and prorated accordingly on a full-month basis (e.g., if the effective date of the applicable Service Partner Schedule is June 15, then the Program Fee for the initial Annual Period under the schedule would be prorated (reduced) by 50%, reflecting the six (6) full months from the June 15 to the next December 31).
- 5.3. Changes to Fees. SAP Concur reserves the right to modify the fees in connection with a Service Partner Model at its sole discretion from time to time with at least ninety (90) days' prior notice to Service Partner as specified in this Section 5.3 and Section 11.11 below; provided, however, that (a) no increase to an existing Program Fee will apply to Service Partner during the then-current Annual Period of the applicable Service Partner Model, and (b) changes to existing fees on the respective Price Lists for Service Partner Models will not apply with respect to any Order Form that has already been executed and submitted to SAP Concur
- 5.4. Taxes. All fees and charges payable by Service Partner are exclusive of applicable taxes and duties, including VAT and applicable sales tax. Service Partner shall provide any information reasonably requested by SAP Concur to determine whether SAP Concur is obligated to collect VAT or other taxes from Service Partner, including Service Partner's VAT or other tax identification number. If Service Partner is legally entitled to an exemption from any sales, use, or similar transaction tax, Service Partner is responsible for providing SAP Concur with legally-sufficient tax exemption certificates for each taxing jurisdiction. SAP Concur will apply the tax exemption certificates to charges under Service Partner's account occurring after the date the tax exemption certificates are received. If any deduction or withholding is required by law, Service Partner shall notify SAP Concur and shall pay SAP Concur any additional amounts necessary to ensure that the net amount that is received by SAP Concur, after any deduction and withholding, equals the amount SAP Concur would have received if no deduction or withholding had been required. Additionally, Service Partner shall provide SAP Concur with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

6. DISCLAIMER

Except for the warranties, terms, conditions, representations or statements expressly set out in this Agreement, all other warranties, terms, conditions, representations or statements which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common

law, custom or otherwise, are hereby excluded to the fullest extent permitted by law, including any implied conditions, warranties or other terms as to quality or fitness for purpose or non infringement of any third party's rights 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. Service Partner agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP Concur or product roadmaps in entering into this Agreement.

7. LIMITATION OF LIABILITY

- 7.1. Unlimited Liability. Neither party will exclude or limit its liability for damages resulting from:
- 7.1.1. the Service Partner's obligations under Section 3.3,
 - 7.1.2. unauthorized use or disclosure of Confidential Information,
 - 7.1.3. fraud or fraudulent misrepresentation,
 - 7.1.4. death or personal injury arising from either party's negligence,
 - 7.1.5. any failure by Service Partner to pay any fees due under the Agreement, or
 - 7.1.6. any liability that cannot be excluded or limited by applicable law.
- 7.2. Liability Cap. Subject to Sections 7.1 and 7.3, under no circumstances and regardless of the nature of the claim (whether arising out of breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties from any breach (however minor) of this Agreement, from wilful misconduct or otherwise) shall the maximum aggregate liability of either party (or its respective Affiliates or SAP Concur's subcontractors) arising under or in relation to this Agreement to the other or any other person or entity for all events (or series of connected events) in any twelve month period exceed the greater of €20,000 or the fees paid by Service Partner to SAP Concur for that twelve month period. Any "twelve month period" commences on the Effective Date or any of its yearly anniversaries.
- 7.3. Exclusion of Damages. Subject to Section 7.1 and regardless of the nature of the claim (whether arising out of breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties from any breach (however minor) of this Agreement, from wilful misconduct or otherwise), under no circumstances shall either party (or their respective Affiliates or SAP Concur's subcontractors) be liable to the other or any other person or entity for any loss or damage arising under or in relation to this Agreement (whether or not the other party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is:
- a) (i) loss of profits, (ii) loss of business, (iii) loss of business opportunity, (iv) loss of contracts, (v) loss of revenue, (vi) loss of goodwill, (vii) loss resulting from work stoppage, or (viii) loss of anticipated savings (regardless of whether these types of loss or damage listed in this sub-clause (a) are direct, indirect, special or consequential); or
 - b) incidental, consequential, indirect, exemplary, special or punitive.
- 7.4. SAP will not be liable for any damages caused by any SAP Product provided for no fee
- 7.5. Risk Allocation. The Agreement allocates the risks between SAP and Service Partner. The fees payable under the Agreement reflect this allocation of risk and limitations of liability.

8. CONFIDENTIALITY

- 8.1. Confidential Information. "Confidential Information" means all information which Disclosing Party (as defined below) protects against unrestricted disclosure to others, furnished by Disclosing Party or its Representatives to the party receiving the information ("Receiving Party") or its Representatives under or in connection with any part of this Agreement that (i) is identified as confidential and/or proprietary at the time of disclosure and/or (ii) should reasonably be understood to be confidential given the nature of the information, the circumstances surrounding its disclosure or both, including but not limited to information that is related to:

- a) software, cloud services, maintenance services, other services and in each case other related documentation (“**Disclosing Party’s Software**”) including, without limitation, the following information regarding Disclosing Party’s Software:
 - i. computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in Disclosing Party’s Software;
 - ii. benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats relating to Disclosing Party’s Software, and
 - iii. discoveries, inventions, concepts, designs, documentation, product specifications, application program interface specifications, techniques and processes relating to Disclosing Party’s Software;
- b) the research and development or investigations of Disclosing Party;
- c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies, the business plans or operations of Disclosing Party;
- d) the business of any customer or partner of Disclosing Party;
- e) Disclosing Party’s properties, employees, finances, operations;
- f) with respect to SAP Concur, all SAP Concur Property; and
- g) any information about or concerning any third party (which information was provided to Disclosing Party subject to an applicable confidentiality obligation to the third party).

Notwithstanding anything to the contrary above, Customer Data will not be deemed Confidential Information hereunder but will be subject to and governed by the terms of the applicable subscription or services agreement between Receiving Party and such customer.

8.2. Confidential Treatment

- a) Confidential Information must not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of a party disclosing the information (“**Disclosing Party**”) remains the property of Disclosing Party and must contain any and all confidential or proprietary notices or legends which appear on the original. Receiving Party must (i) take all Reasonable Steps (as defined below) to keep all Confidential Information strictly confidential; (ii) not disclose any Confidential Information to any person other than its Representatives; (iii) not use Confidential Information for any purpose other than in connection with the parties’ performance under any part of this Agreement; and (iv) not disclose to any person (other than its Representatives) any information about the Agreement, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that Confidential Information has been made available to Receiving Party or its Representatives. “**Reasonable Steps**” means those steps Receiving Party takes to protect its own similar proprietary and confidential information, which must not be less than a reasonable standard of care.
- b) The above restrictions on the use and disclosure of the Confidential Information do not apply to any Confidential Information that: (i) is independently developed by Receiving Party without reference to or use of Disclosing Party’s Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (ii) has become generally available to the public without breach of this Agreement by Receiving Party; (iii) at the time of disclosure was known to Receiving Party free of restriction; or (iv) Disclosing Party agrees in writing is free of such restrictions.
- c) In the event that Receiving Party or any of its Representatives are requested pursuant to, or required by, applicable law, regulation, court order, regulatory agency or other legal process to disclose any Confidential Information or any other information concerning Disclosing Party, this Agreement, or the parties’ performance hereunder, Receiving Party must provide Disclosing Party with prompt notice of such request or requirement in order to enable Disclosing Party (i) to seek an appropriate protective order or other remedy; (ii) to consult with Receiving Party with respect to Disclosing Party’s taking steps to resist or narrow the scope of such request or legal process; or (iii) to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained in a timely manner, or Disclosing Party waives compliance, in whole or in part, with the terms of this Agreement,

Receiving Party or its Representative will use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally required to be disclosed and to require that all Confidential Information that is so disclosed will be accorded confidential treatment.

- d) Remedies. The parties recognize and agree that money damages are an inadequate remedy for breach of this Section 8.2 and further recognize that any such breach would result in irreparable harm to Disclosing Party. Therefore, in the event of any such breach, Disclosing Party may seek injunctive relief from a court of competent jurisdiction to enjoin such activity in addition to any other remedies available to it.
 - e) Feedback. Service Partner may provide, or SAP Concur may solicit, input regarding the SAP Concur products or services, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement, or enhancement of the same (collectively "**Feedback**"). Service Partner acknowledges and agrees that any information disclosed by SAP Concur during discussions related to Feedback shall be considered SAP Concur Confidential Information and shall be protected from disclosure in accordance with the terms of the Agreement. SAP Concur has the right to use or disclose Feedback for any purpose, without restriction or remuneration of any kind in relation to Service Partner and/or Service Partner's Representatives.
- 8.3. Publicity. Neither Party will use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other party. However, any member of the SAP Group may use Service Partner's name in customer and partner listings (including, without limitation, showing Service Partner's name, address, contact details, partner engagements, areas of expertise and/or offerings on SAP's websites or online marketplaces) or, at times mutually agreeable to the parties, as part of the SAP Group's marketing efforts (including, without limitation, reference calls and stories, press testimonials, site visits, SAPPHIRE participation). The SAP Group will make reasonable efforts to avoid having the reference activities unreasonably interfere with Service Partner's business. Service Partner agrees that SAP Concur may share information on Service Partner with any other member of the SAP Group for marketing and other business purposes and that Service Partner has secured permission from its employees to allow SAP Concur to share business contact information with any other member of the SAP Group.

9. TERMINATION

- 9.1. Breach. Upon material breach or default under this Agreement by any party, if the other party gives written notice of such breach or default and the same is not cured within thirty (30) days after delivery of such notice, then, without limitation of any other remedy available hereunder, the non-breaching party may terminate any and all Service Partner Schedules affected by such breach by delivery of a written notice of termination at any time thereafter, and such termination shall be effective as of the date of such subsequent notice.
- 9.2. Insolvency. Either party may terminate any and all Service Partner Schedules immediately by notice in writing if the other party (i) enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction); or (ii) becomes insolvent; or (iii) ceases or threatens to cease to carry on business; or (iv) compounds or makes any voluntary arrangement with its creditors; or (v) becomes subject to an administration order; or (vi) is unable to pay its debts as they fall due; or (vii) has an encumbrancer take possession of, or a receiver or administrative receiver appointed over, all or any part of its assets; or (viii) takes or suffers any similar action due to debt, or if the equivalent of any of the events described in (i) to (viii) inclusive under the law of any jurisdiction occurs in relation to the other party.
- 9.3. Additional SAP Concur Termination Rights. SAP Concur may terminate any and all Service Partner Schedules upon written notice to Service Partner in the event that Service Partner violates Sections 3.3, 4.1 or 4.2 above. Service Partner shall promptly notify SAP Concur upon the occurrence of any transaction specified above.
- 9.4. Termination for Convenience. Except as otherwise provided in a Service Partner Schedule, SAP Concur shall have the right to terminate a Service Partner Schedule for any reason or no reason by providing written notice to Service Partner at least sixty (60) days prior to the effective date of such termination.
- 9.5. Termination by Service Partner in connection with a Change Notice. In addition to Service Partner's rights set forth in this Section 9, Service Partner may terminate a Service Partner Schedule subject to the terms and conditions of Section 11.9 below.

- 9.6. Suspension. SAP Concur reserves the right, at any time, to suspend Service Partner's access and its Affiliates' access to SAP Concur systems and/or suspend any rights granted under this Agreement if SAP Concur, in its reasonable discretion, believes that Service Partner, directly or indirectly through an its Affiliate, is in material breach of any provision of this Agreement, engaged in unlawful or prohibited activity, and/or engaged in activity that has caused harm or may lead to harm to SAP Concur or any SAP Concur Affiliate, the SAP Concur Property, any SAP Concur customer, or any user of SAP Concur products or services. In no event will any such suspension give rise to any liability of SAP Concur to Service Partner or any of its Affiliates.

10. EFFECT OF TERMINATION

- 10.1. General Effect of Termination. Any Service Partner Model-specific effects of termination are set out in each Service Partner Model, including, without limitation, in the applicable Program Policies. Unless otherwise set forth in a Service Partner Model, if a Service Partner Model is terminated, Service Partner's right to hold itself out as a partner of SAP Concur under or in connection with such Service Partner Model and Service Partner's permitted use of SAP Concur Program Logos for such Service Partner Model immediately ends.
- 10.2. Return of Confidential Information. Receiving Party shall, at Disclosing Party's election and request (but at Receiving Party's own expense) after the termination of this Agreement, either promptly return to Disclosing Party all copies of the Confidential Information in its possession or control or destroy the same (and an officer of Receiving Party shall promptly certify to Disclosing Party in writing that it has done so); provided, however, that Receiving Party shall be entitled to keep a copy of the Confidential Information to the extent that it is legally required to keep a copy for a longer period in which case such return or destruction shall occur at the end of such period.
- 10.3. Survival Terms. The provisions of Sections 1, 3.2, 3.3, 4.3, 4.4, 5.1 (with respect to outstanding fees payable), 5.4, 7, 8, this Section 10, and Section 11 below shall survive the termination of this Agreement for any reason.
- 10.4. Affiliates. Service Partner and its successors and assigns are, and will remain, jointly and severally liable for any breach of the terms of this Agreement by a Service Partner Affiliate. For purposes of this Agreement and with respect to its subject matter, acts and omissions of any Service Partner Affiliate shall be deemed to be the acts and omissions of Service Partner.

11. MISCELLANEOUS

- 11.1. Retention of data. With regard to business transactions covered by any part of this Agreement, Service Partner must retain any records for a period of ten (10) years starting on the 1st of January of the year following the year during which the data were transmitted or otherwise transferred, or for the minimum period prescribed by applicable law, whichever is longer. Service Partner shall 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. Service Partner must accurately document all transactions related to this Agreement and prevent side agreements contradicting the terms of the Agreement and the commitments made by Service Partner towards SAP Concur, whether oral or written. Where Service Partner becomes aware of any such side commitments, Service Partner must promptly notify SAP Concur of such commitments in writing.
- 11.2. Relationship of Parties. Service Partner and SAP Concur are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Service Partner and SAP Concur. Neither Service Partner nor SAP Concur will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.
- 11.3. Rights of Third Parties. Except as specifically provided for in this Agreement, this Agreement does not give rise to any third party being a third party beneficiary of this Agreement or being entitled to any rights whatsoever, including, but not limited to, the right to enforce any term of this Agreement.

- 11.4. Notices. All notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in the Master Service Partner Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices also may be sent by facsimile transmission, which shall be deemed received when transmitted if: (a) the transmitting party is able to confirm that the facsimile was received; and (b) the party transmitting the notice by facsimile transmission also sends such notice the same day by any of the other notice methods described above. Any party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.
- 11.5. Assignment. Service Partner may not, without SAP Concur's prior written consent, assign, delegate, pledge, or otherwise transfer the Agreement, or any of its rights or obligations under the Agreement, or or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including as a result of a Change in Control event or by way of a sale of assets, merger or consolidation. SAP may assign the Agreement to any of its Affiliates
- 11.6. Subcontracting. SAP Concur may subcontract part of its obligations under this Agreement to third parties. SAP Concur is responsible for breaches of the Agreement caused by its subcontractors.
- 11.7. Waiver and Severability. Failure to enforce any term or condition of this Agreement shall not be deemed a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement. If any provision of this Agreement is found to be void or unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.
- 11.8. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Service Partner in connection with the parties' business relationship related to the subject matter of the Agreement and supersedes all prior agreements, communications, arrangements, promises, assurances, warranties, representations, discussions, collateral contracts and understandings (the "Statements") between the parties (both oral and written) relating to that subject matter and no Statements of any kind, oral or written, shall be binding upon the parties unless incorporated in this Agreement. Each party agrees that in entering into this Agreement it has not relied on and shall have no remedy in respect of any Statements (whether negligently or innocently made) except those expressly set out in this Agreement. Each party agrees that it shall have no rights or remedies which, but for this section, might otherwise be available to it in respect of any such Statements whether made innocently or negligently or otherwise. Nothing in this Agreement shall limit or exclude the liabilities or the rights or remedies of either party that cannot be limited or excluded by law. This Agreement may be modified solely in writing signed by both parties, except as permitted otherwise under this Agreement. This Agreement will prevail over terms and conditions of any Service Partner-issued purchase order, which will have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.
- 11.9. Priority of Agreements. The following descending order of precedence will apply, in the event of any conflict or inconsistency between parts of the Agreement: (a) Order Form; (b) the applicable Service Partner Schedule; (c) the applicable Service Partner Model; (d) the Master Service Partner Agreement; (e) these Service Partner Program GTCs; and (f) the applicable Program Policies.
- 11.10. Amendments. This Agreement shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except as set forth herein (including, without limitation, as set forth in Section 11.11 below) or by a separate written agreement duly executed by the parties to this Agreement. No invoice, purchase order, document, or any handwritten or typewritten text which purports to alter or amend the printed text of this Agreement shall alter or amend any provision of this Agreement or otherwise control, except as set forth herein (including, without limitation, as set forth in Section 11.11 below) or unless Service Partner and SAP Concur both specify in writing that such terms or conditions shall control.
- 11.11. Programmatic Changes. SAP Concur reserves the right to implement programmatic changes (i.e., changes applicable across the Program or any or all Service Partner Models) by modifying, eliminating, expanding or supplementing any or all parts of this Agreement (in particular by replacing parts of it with an updated version), including, without limitation, these Service Partner Program GTCs, any Service Partner Model, the Program

Policies (including, without limitation, Partner Levels and, subject to Section 5.3 above, Price Lists), and any other guide or agreement concluded under or in connection with any part of this Agreement as may be reasonably required and consistent with SAP Concur's practices. SAP Concur will provide Service Partner at least ninety (90) days' prior written notice of changes to the Agreement necessary to implement programmatic changes. Unless otherwise stated in such notice, the programmatic change will become effective ninety (90) days after the notice is provided by SAP Concur. During the ninety-day period following such notice ("**Change Period**"), Service Partner may terminate any Service Partner Schedule adversely affected by the change(s) giving rise to the Change Period by providing SAP Concur with at least sixty (60) days' prior written notice of such termination. If Service Partner does not do so, the changes to the Agreement are deemed to be accepted by Service Partner. Any programmatic change that SAP Concur reasonably believes to be beneficial to Service Partner may, at SAP Concur's reasonable discretion, become effective upon notice by SAP Concur. Such changes include, but are not limited to, program enhancements or expansions. Should Service Partner reasonably believe such a change not to be beneficial to Service Partner, Service Partner may notify SAP Concur of the same in writing within fifteen (15) days of receipt of such notice. Thereafter, SAP Concur shall provide a notice to Service Partner, as required above, to initiate a Change Period for the application of such changes to Service Partner and its Affiliates. SAP Concur may provide notices pursuant to this Section 11.11 to Service Partner by publishing such notice on the Service Partner Site, and such publication shall, notwithstanding anything to the contrary (including, without limitation Section 11.4 above) be deemed effective notice hereunder.

11.12. Force Majeure. If the performance of any part of this Agreement or any obligation under it (other than for the payment of amounts due hereunder) is prevented, restricted or interfered with by reason of any act of God, act of government, strike or labour dispute, failure of transportation, fire or flood or other casualty, internet or telecommunications failure, or failure of subcontractors or suppliers arising from a like cause or from any other cause beyond the reasonable control of the affected party, the affected party will be excused from such performance for so long as and to the extent that such force majeure prevents, restricts or interferes with that party's performance, provided the affected party:

- a) provides prompt written notice of such interference, the nature of such interference and the expected duration of such interference to the other party; and
- b) resumes performing its obligations hereunder promptly following the removal of such interfering condition.

The existence of any of the conditions described as Force Majeure above, does not mean that any part of this Agreement is terminated. If any of these conditions continues for a period of more than three consecutive months, either party may terminate any affected Service Partner Schedule with one month's prior written notice to the other Party.

11.13. Governing Law. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of Ireland, without regard to conflict of laws principles, and specifically excludes the provisions of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction. Each party to this Agreement agrees that the Irish Courts shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation or termination and for these purposes each party by this Agreement irrevocably submits to the exclusive jurisdiction of the Irish Courts.

11.14. Interpretation; Counterparts. This Agreement is the result of negotiations between the parties and is being signed after consultation by the parties with their respective legal counsel. This Agreement will not be construed in favour of or against any party by reason of the extent to which any party participated in the preparation of this Agreement. This Agreement may be executed by facsimile copy or by e-mail delivery of a ".pdf" or similar format data file containing signature and in any number of counterparts, all of which taken together will constitute one single agreement between the parties.

11.15. Electronic Signatures. Electronic signatures that comply with applicable law are deemed original signatures.