SAP SIGNAVIO GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES FOR ACADEMIC USE ("GTC")

1. DEFINITIONS

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

1.2. "**Agreement**" means the agreement as defined in the applicable Order Form.

1.3. "**Authorized User**" means an academic user to whom Educational Institution grants access authorization to use the Cloud Service that is enrolled at or a member of Educational Institution.

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

1.5. "**Confidential Information**" means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its representatives designates as confidential, internal and/or proprietary at the time of disclosure, should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.

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

1.7. "**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 Educational Institution as part of the Cloud Service, including technical and functional specifications as updated from time to time in accordance with the Agreement.

1.8. **"Educational Institution"** means the Educational Institution defined in the Order Form.

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

1.10. "**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.

1.11. "**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, trade, 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.

1.12. "**Order Form**" means the ordering document for a Cloud Service that references the GTC.

1.13. "**Professional Services**" means implementation services, consulting services or other related services provided under an Order Form and may also be referred to in the Agreement as "Consulting Services".

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

1.15. "**SAP Materials**" means any materials or information (including statistical reports and usage measurements of the Cloud Service) provided, developed, derived, or made available by SAP (independently or with Educational Institution's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Professional Services to Educational Institution. SAP Materials do not include the Educational Institution Data, Educational Institution Confidential Information or the Cloud Service. SAP Materials may also be referred to in the Agreement as "Cloud Materials".

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

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

1.18. "**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. Academic Use Only

SAP grants to Educational Institution a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration), SAP Materials and Documentation solely for Educational Institution's academic use. The Authorized User must be enrolled at or a member of the Educational Institution to qualify as an Authorized User. Educational Institution may use the Cloud Service world-wide, except Educational Institution shall not use the Cloud Service from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation. Educational Institution are granted a personal, non-exclusive, non-transferable, revocable right to use the Cloud Service exclusively for:

a) Educational Institution's own research, including documenting, modeling and simulating business process diagrams or other diagrams, and creating or publishing academic publications;

b) non-productive use in a classroom setting to further education, expressly excluding any commercial use;

c) internal training for teaching staff, research, and preparation of dissertations, theses, and other qualification papers.

Strict Prohibition on productive and commercial use. Use of the Cloud Service to process business transactions, for internal business operations, or for any commercial purpose is prohibited. Only non-productive use in an academic and/or classroom setting is allowed.

2.2. Authorized Users

Educational Institution may permit Authorized Users to use the Cloud Service solely in accordance with this Agreement. 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. Educational Institution is responsible for breaches of the Agreement caused by Authorized Users.

2.3. Verification of Use

Educational Institution will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may audit Educational Institution's academic status, activities, and records, particularly if SAP has reason to believe a breach has occurred, and Educational Institution shall fully cooperate. SAP shall have the right to audit the activities and records of Educational Institution and its employees, associates, agents, subcontractors or any other person acting on its behalf. In particular, in the event SAP has reason to believe that a breach of any of the representations and warranties made by Educational Institution under this agreement has occurred or may occur, SAP shall have the right to perform an audit of the activities and records of Educational Institution or any of its employees or associates in order to satisfy itself that no such breach has occurred. Educational Institution shall, and shall cause its employees and associates to, fully cooperate in any audit conducted by or on behalf of SAP.

2.4. Suspension of Cloud Service

SAP may suspend or limit use of the Cloud Service:

a) if 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; or

c) it has a reasonable belief that the Cloud Services are not being used according to the terms of the

Agreement (e.g. exceeding usage metrics and volume)

SAP will promptly notify Educational Institution of the suspension or limitation.

2.5. Third Party Web Services

The Cloud Service may include integrations with web services made available by third parties (other than 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.

2.6. 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.

3. SAP RESPONSIBILITIES

3.1. 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 for the duration of the applicable Subscription Term.

3.2. Support

SAP does not provide any support services for the Cloud Services or SAP Materials under the Agreement.

3.3. Modifications

SAP may modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows).

4. CUSTOMER AND PERSONAL DATA

4.1. Educational Institution Ownership

As between the parties, Educational Institution owns all rights and interest in and to Educational Institution Data. SAP may use Educational Institution-provided trademarks solely to provide and support the Cloud Service.

4.2. Educational Institution Data

Educational Institution is responsible for the Educational Institution Data and entering it into the Cloud Service. Educational Institution grants to SAP (including SAP SE, its Affiliates and subcontractors) a non-exclusive right to process and use Educational Institution Data to provide and support the Cloud Service and as set out in the Agreement.

4.3. Personal Data

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

4.4. Security

Educational Institution will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Educational Institution will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP.

4.5. Access to Educational Institution Data

4.5.1. During the Subscription Term, Educational Institution can access its Educational Institution Data at any time. Educational Institution may export and retrieve its Educational Institution Data in a standard format. Export

and retrieval may be subject to technical limitations, in which case SAP and Educational Institution will find a reasonable method to allow Educational Institution access to Educational Institution Data.

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

4.5.3. SAP will delete the Educational Institution Data remaining on servers hosting the Cloud Service within 60 days from termination or expiration of the Agreement unless retention is permitted under the Agreement or required by applicable law. Retained data is subject to the confidentiality provisions of the Agreement.

4.5.4. Upon Educational Institution's reasonable written request received by SAP at least one month prior to termination of the Agreement, SAP will provide limited access to the Cloud Service for no more than one month past termination of the Agreement strictly as needed for Educational Institution to export Educational Institution Data ("Retrieval Period"). The Retrieval Period is subject to the following:

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

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

(c) Educational Institution's access during the Retrieval Period shall continue to be governed by its obligations under the Agreement. At the end of the Retrieval Period, the Agreement will terminate, and SAP will delete Educational Institution Data as otherwise required under the Agreement.

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

5. TERM AND TERMINATION

5.1. Term

The Subscription Term is as stated in the Order Form.

5.2. Termination

A party may terminate:

a) the Agreement upon 30 days' prior written notice of the other party's breach of any provision of the Agreement (unless the breaching party has remedied the breach during such 30-day period);

b) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors; or

c) immediately by SAP if SAP has a reasonable belief that the Cloud Service is being used for a non-academic or commercial purpose.

The parties agree there is no requirement to obtain a court order to exercise the rights of suspension or termination under this Agreement.

5.3. Effect of Expiration or Termination

Upon the effective date of expiration or termination of the Agreement:

a) Educational Institution's right to use the Cloud Service and all SAP Confidential Information 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) termination or expiration of the Agreement does not affect other agreements between the parties.

5.4. Survival

Sections 1, 5.3, 5.4, 6.5, 7, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

6. WARRANTIES AND DISCLAIMER

6.1. Compliance with Law

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

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

in case of Educational Institution, the Data and its use of the SAP Cloud Service

6.2. Authorization Warranty

Each party warrants that: (a) it is duly organized and validly existing under the laws of the state or country of its incorporation or formation and has full corporate power and authority to enter into and carry out its obligations in this Agreement; (b) this Agreement is enforceable; and (c) the execution, delivery and performance of this Agreement does not conflict with any written agreement to which a party may be bound.

6.3. 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. Educational Institution agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any SAP Cloud Service.

6.4. Educational Institution will not make any representations or warranties as to the performance of the SAP Cloud Services or other services on behalf of SAP or otherwise make commitments on behalf of SAP.

7. THIRD PARTY CLAIMS

7.1. Claims Brought Against SAP

Educational Institution will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Educational Institution Data. Educational Institution will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Educational Institution enters into) with respect to these claims.

7.2. Third Party Claim Procedure

All third-party claims 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;

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.

8. LIMITATION OF LIABILITY

8.1.1. SAP is liable in contract, tort, or otherwise for loss or wasted expenditure subject always as follows: In cases of intent, SAP's liability extends to the full loss; in cases of gross negligence, liability is limited to the amount of foreseeable loss that would have been prevented through the exercise of due care; in cases of absence of a guaranteed quality, liability is limited to the amount of foreseeable loss that would have been prevented by the presence of the guaranteed quality.

8.1.2. In other cases, SAP is not liable except for breach of a major obligation (Kardinalpflicht) and only up to the limits in the following subsection. A breach of a major obligation is assumed where the duty itself is a

necessary prerequisite for the contractual performance, or where the breach of the relevant duty jeopardizes the purpose of the contract and where Educational Institution could legitimately rely upon its fulfilment.

8.1.3. SAP's liability is limited to an amount of 10.000 Euro per calendar year.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. SAP Ownership

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

a) the Cloud Service;

b) SAP Materials;

c) Documentation; and

d) any Professional Services, design contributions, related knowledge or processes, whether or not developed for Educational Institution.

9.1.2. Educational Institution 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.

9.2. Acceptable Use Policy

With respect to the Cloud Service, Educational Institution will 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 for training, developing, or enhancing machine learning, artificial intelligence models, or similar technologies, except where expressly permitted by SAP;

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

(e) remove SAP's copyright and authorship notices.

9.3. Non-Assertion of Rights

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

10. CONFIDENTIALITY

10.1. Use of Confidential Information

10.1.1. The receiving party shall:

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 Section 10;

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.

10.1.2. Educational Institution shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other related facts to any third party.

10.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this section.

10.2. 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.

10.3. Exceptions

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

a) is independently developed by the receiving party without reference to the disclosing party’s Confidential Information;
b) has become generally known or available to the public through no act or omission by the receiving party;
c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;
d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or
e) the disclosing party agrees in writing is free of confidentiality restrictions.

10.4. 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.

11. FEEDBACK

Educational Institution 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.

12. MISCELLANEOUS

12.1. 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.

12.2. No Waiver

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

12.3. Counterparts

The Agreement may be signed in counterparts, each of which is an original and together constitute one Agreement. Electronic signatures via DocuSign or any other form as determined by SAP are deemed original signatures.

12.4. Trade Compliance

12.4.1. Each Cloud Service, Documentation and SAP Materials are subject to Export Laws, SAP and Educational Institution shall comply with Export Laws in the performance of the Agreement. Educational Institution, its Affiliates, and Authorized Users shall not use directly or indirectly, export, re-export, release, or transfer the Cloud Service, Documentation or SAP Materials in violation of Export Laws. Educational Institution may not permit the use of the Cloud Service, Documentation or SAP Materials to any end user with whom transactions are prohibited by Export Laws. Educational Institution, its Affiliates, and Authorized Users shall not access nor use the Cloud Service, Documentation or SAP Materials in or from any country or region in which SAP products and services are not available for use, direct or indirect export, re-export, release or transfer, as listed on https://www.sap.com/about/agreements/export-statements.

12.4.2. Upon SAP's request, Educational Institution shall provide information and documents necessary to support SAP in obtaining an export authorization for the provisioning of the Cloud Service, Documentation and/or SAP Materials. Upon written notice to Educational Institution, SAP may terminate Educational Institution's subscription to the affected Cloud Service if Export Laws prohibit SAP from providing the Cloud Service, Documentation and/or SAP Materials to Educational Institution. Educational Institution is solely responsible for compliance with Export Laws related to Educational Institution Data, including obtaining any required export authorizations for Educational Institution Data.

12.5. Notices

All notices will be in writing and given when delivered to the address set forth in an Order Form. Notices from SAP to Educational Institution may be in the form of an electronic notice to Educational Institution's authorized representative or administrator. SAP may provide notice of modifications to the Cloud Service 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.

12.6. Assignment

Without SAP's prior written consent, Educational Institution may not assign, delegate or otherwise transfer the Agreement (or any of its rights or obligations) to any party. SAP may assign the Agreement to SAP SE or any of its Affiliates.

12.7. Subcontracting

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

12.8. 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.

12.9. Force Majeure

Neither party shall be held responsible (other than for the payment of amounts due hereunder) if the fulfilment of any terms or provisions of this Agreement are delayed or prevented by revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, acts of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes herein enumerated or not.

In the event conditions beyond the performing party's reasonable control render the Cloud Service unavailable for more than 30 consecutive days, the other party may terminate the Agreement upon written notice to the performing party (in which case Educational Institution will receive a refund of prepaid unused fees starting

from the beginning of the period of unavailability due to such conditions).

12.10. Jurisdiction and Mandatory Venue

If You are located in the US or Canada: This Agreement shall be governed by and construed under the Commonwealth of Pennsylvania law without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States of America law, rules, and regulations, United States of America law, rules, and regulations shall prevail and govern. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act as enacted shall apply to this Agreement. You and SAP agree to submit to the exclusive jurisdiction of, and venue in, the state or federal courts located in Philadelphia, Pennsylvania in any dispute arising out of or relating to this Agreement.

If You are located outside the US or Canada: This Agreement is governed by and construed in accordance with the ƒlaws of Germany without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You and SAP agree to submit to the exclusive jurisdiction of, and venue in, the courts of Karlsruhe in Germany in any dispute arising out of or relating to this Agreement.

13.12. Waiver of Right to Jury Trial

Each party waives any right it may have to a jury trial for any claim or cause of action arising out of or in relation to the Agreement.

12.11. Statute of Limitation

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

12.12. Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Educational Institution 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 the Agreement. Terms and conditions of any Educational Institution-issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.

13. CHANGES TO TERMS

13.1. Notwithstanding anything in this Agreement, SAP reserves the right to change any or all parts of this Agreement (in particular by replacing parts of it with an updated version) as may be reasonably required and consistent with SAP's practices.

13.2. SAP will give Educational Institution at least:

(a) If Educational Institution is located in EMEA or APJ, three months; and

(b) if Educational Institution is located in North America or Latin America, sixty days,

prior notice in writing or in any other documented form of changes to any or all parts of this Agreement

13.3. Unless otherwise stated in the notice; the notice will become effective:

(a) if Educational Institution is located in EMEA or APJ, after three months upon the receipt of the notice; and

(b) if Educational Institution is located in North America or Latin America, after sixty days upon the receipt of the notice ("Change Period").

13.4. If the justified interests of Educational Institution are negatively affected by any of these changes, Educational Institution is entitled to terminate the affected part of this Agreement with effect to the expiration of the applicable Change Period. If Educational Institution does not terminate within the applicable Change Period, the changes are deemed to be accepted by Educational Institution.

13.5. Any change that SAP reasonably believes to be beneficial to Educational Institution may, at SAP's discretion, become effective upon notice by SAP. Such changes include, but are not limited to, program enhancements. Should Educational Institution believe a change not to be beneficial, Educational Institution must notify SAP in writing within five days of receipt of such notice that Educational Institution does not agree with SAP's assumption and state the reasons why the change would not be beneficial to Educational Institution. In such case, section 13.4 above applies.

13.6. SAP may elect to discontinue the distribution of any or all components or functionality of any or all of the SAP Cloud Services and to cancel any or all orders for the discontinued SAP Cloud Services without liability to Educational Institution.