

**- Complementary Benefits Schedule -
to the Platform Application Development Cooperation Agreement**

This Schedule consists of the Exhibits B - 1, and B - 2 is hereby annexed to and made a part of the Platform Application Development Cooperation Agreement.

**Exhibit B – 1
- Trademark License -
to the Platform Application Development Cooperation Agreement**

This Exhibit B - 1 to the Agreement between Partner and SAP governs the use of SAP trademarks, taglines and logos by Partner during the term of the Agreement. All capitalized terms not defined in this Exhibit shall have the meaning ascribed in the Agreement, including the Definitions Schedule, other applicable Schedules, or set forth herein.

1. SAP Partner Logos



2. SAP trademark license

2.1 SAP is the owner of the trademark SAP, registered for international classification numbers 09, 16, 18, 25, 28, 38, 41, and 42. The trademark is shown in Section 1 as it appears as part of the appropriate SAP logos.

2.2 For the term of the Agreement, SAP grants to the Partner a revocable, nonexclusive, nontransferable license to use said trademark only as part of the appropriate SAP partner logos as set out in Section 1 (“**SAP Logos**”) and the SAP partner branding guidelines, depending on the partner level as described on <https://www.sapappsdevelopmentpartnercenter.com/en/market-and-sell/program-levels>, provided that Partner adheres to all requirements and obligations of the SAP partner branding guidelines and that Partner meets one of the following minimum requirements:

- successful conclusion of the Application Review process of at least one Platform Application by the Partner as set forth under Exhibit B - 2 (SAP Store) of the Agreement,
- successful conclusion of Certification of at least one Packaged Platform Application to be published on the SAP Store.

Upon successful conclusion of the criteria named above, Licensor hereby also grants Partner the right to sublicense the SAP Logos to Partner’s Affiliates (“Licensed Affiliates”) solely for the purpose of creating and using Promotional Material. SAP may at any time in its sole discretion terminate the rights granted hereunder regarding Licensed Affiliates with two (2) weeks prior written notice. In case Licensor terminates or otherwise revokes or disallows Partner’s usage of the Partner Logo or SAP trademarks, Partner shall guarantee that all Licensed Affiliates shall cease usage of the SAP trademarks and SAP Logos immediately. Partner will ensure that all of the Licensed Affiliates will be bound to the rules and regulations as set forth in this Trademark License and will adhere to such terms. Partner is fully responsible and liable for any infringement of the trademark license terms or other applicable Licensor guidelines by Partner and/or Partner’s Affiliates.

The Partner is not permitted to grant sublicenses except as set forth above. In its use of the SAP Logos the Partner will observe SAP’s directions concerning the colors and size of the trademark.

2.3 The Partner shall not contest the validity of the said trademark or support the contesting of its validity and shall not derive any right against SAP through its use of the said trademark. In its use of the trademark the Partner shall indicate that it is a registered trademark of SAP. In this context Partner acknowledges that SAP is the sole owner of rights in the said trademark. The Partner undertakes to make all those declarations and provide all those documents for the benefit of SAP as SAP may require in the prosecution of its rights in the said trademark.

2.4 The Partner shall without delay inform SAP in writing of any contesting of SAP's rights in the said trademark. It is SAP's exclusive right but it is not SAP's duty to take steps or bring actions in respect of infringements. In this regard, Partner undertakes to accord every necessary support.

2.5 In distributing, selling and marketing Platform Applications, the Partner must act as an SAP partner, i.e. using the appropriate SAP Logos as specified by SAP. The Partner acknowledges the high value of the SAP Logos and SAP's sole proprietorship thereof. The Partner must use such SAP Logos exclusively in SAP's interest, that is to say, only to identify SAP products and in advertising such products. All advertising and sales material used by the Partner for the Platform Applications must bear the notices prescribed by SAP concerning trademarks and other identifying marks. The Partner must refrain from registering SAP's name (or any domain name incorporating name or trademarks) or SAP's Logos (or any names, logos, domain names or trademarks which are confusingly similar to any of them) for itself or permitting third parties to using or otherwise exploiting SAP's name, logos or trademark (or any name, logo, trademark or domain name which are confusingly similar to any of them). The Partner must, at SAP's choice, either transfer any rights regarding such logos, trademarks and domain names to SAP as soon as they arise or permit SAP to exploit. The Partner must afford SAP such assistance as may be necessary for SAP to obtain at SAP's expense the appropriate registrations for protection. Any provision adding to or differing from the above must be agreed in writing.

2.6 The Partner agrees to promptly notify SAP of any unauthorized use of the SAP Logos of which it has actual knowledge.

3. Partner's Indemnification

Partner undertakes to indemnify SAP and hold SAP harmless in respect of any claim made or action brought against SAP and any loss and any expense incurred by SAP arising out of Partner's activities with regards to SAP Logos and trademark.

4. End of Logo Usage

Partner must end its use of the SAP Logos without delay on termination or expiration of the license and/or the Agreement.

In all other aspects, the terms of the Agreement shall apply.

Exhibit B – 2
- SAP Store -
to the Platform Application Development Cooperation Agreement

This Exhibit B – 2 governs use of the SAP Store by Partner. All capitalized terms not defined in this Exhibit shall have the meaning ascribed in the Agreement, including the Definitions Schedule, other applicable Schedules, or set forth herein.

1. SAP Store Description

For the purpose of this Agreement, the SAP Store is SAP's directory of Packaged Platform Applications, currently named "SAP HANA App Center". The Application Review is the SAP Store listing check of such Packaged Platform Applications. The Partner is obliged to publish Packaged Platform Applications on the SAP Store and the SAP Store allows End Users to browse and find Packaged Platform Applications. The SAP Store offers Partners the opportunity to market Platform Applications electronically to End Users .

2. Packaged Platform Application Listing

2.1 Prior to listing of the Packaged Platform Application on the SAP Store, the Packaged Platform Application must have passed all Application Reviews stipulated by this Agreement, or earned Certification via a separate project and agreement as outlined the SAP Developer Network <http://scn.sap.com/community/icc>. Access to Application Review for a certain Packaged Platform Application requires that Partner has an effective subscription to the Innovation Packs which include the SAP Materials to develop and support such Packaged Platform Application.

2.2 SAP will only activate the listing of the Packaged Platform Application on the SAP Store upon explicit approval by Partner.

2.3 In accordance with the criteria described in the Guidelines for Packaged Platform Applications as published on the SAP Application Development Partner Center on www.sapappsdevelopmentpartnercenter.com, SAP reserves the right to refuse listing of the Packaged Platform Application on the SAP Store and to delist the Packaged Platform Application. SAP will provide Partner with the then current review criteria and requirements upon signature of the Agreement.

3. Partner/ Packaged Platform Application Information for Publication

3.1 Partner is required to provide information on Partner and the Packaged Platform Application to SAP for inclusion with the SAP Store. All information provided by Partner for publication on the SAP Store must be reasonably complete and accurate. Partner must provide/include the following information with regards to Partner itself and the Platform Application for the SAP Store:

- Packaged Platform Application name
- Packaged Platform Application short description
- Packaged Platform Application long description
- Partner name
- Information about Partner

SAP reserves the right to request additional information from Partner with thirty (30) days prior notification.

3.2 Partner is solely responsible for all information on Partner and the Packaged Platform Applications made available to End Users via the SAP Store. Partner warrants that all information provided for publication on the SAP Store is accurate and correct. Partner shall not provide any information on the SAP Store which is incorrect, incomplete, slanderous, profane, libelous and obscene or which violates in any way applicable law of countries for which the Packaged Platform Application is offered. To the extent supported by the SAP Store,

Partner must provide all information in the language of the countries for which the Platform Application will be offered.

3.3 Partner agrees that SAP shall be entitled to review all of the aforementioned material/information prior to publication on the SAP Store. Once SAP has created the SAP Store listing for a Packaged Platform Application. Partner shall follow all SAP marketing guidelines made available to Partner with regards to any materials published on the SAP Store.

4. Application Review for SAP Store Listing

4.1 Partner is responsible for adapting the Packaged Platform Application in accordance with the technical and functional requirements of the review criteria and the applicable SAP Documentation. Partner must provide all information reasonably requested by SAP concerning the Packaged Platform Application and its technical usage scenario in connection with SAP Software and the corresponding SAP interface.

The successfully concluded review implies that the Packaged Platform Application meets the published review criteria. SAP's review however does not certify any quality or guarantee a fault-free operation of the Packaged Platform Application. Partner must not make any representation or declaration in that regard.

4.2 SAP will determine how to conduct the Application Review and if a live demonstration of the Packaged Platform Application is required, e.g. by using Internet collaboration tools. Partner shall ensure at its own expense that the Packaged Platform Application as well as all software, documentation, resources, and/or materials required for review from Partner are ready and accessible. SAP will provide the respective SAP systems for Application Review.

4.3 SAP reserves the right to conduct annually recurring reviews of Packaged Platform Applications based on the then current Application Review criteria. In the following cases, Partner must request an Application re-Review for an existing already reviewed Packaged Platform Application:

- Changes in the Application Review scenario criteria due to a version change of the SAP Software
- Modifications or enhancements to the reviewed Packaged Platform Application that affect the Application Review scenario and/or impede an exchange of data with the SAP Software
- Change of the name or the labeling of the Packaged Platform Application

4.4 If during the review of a Packaged Platform Application, non-compliance of the Packaged Platform Application with the Application Review criteria is detected, SAP will provide Partner the opportunity to fix such non-compliance, and conduct an Application re-Review. If Partner is not able or willing to fix the non-compliance, the Packaged Platform Application does not pass the Application Review.

4.5 Application Review does not cover certain scenarios that include development in SAP Backend systems as explained in the Certification guidelines on the SAP Partner Center on www.sapappsdevelopmentpartnercenter.com. Such Packaged Platform Applications require a Certification to be conducted under an additional agreement for being published on the SAP Store.

5. Rating and Review Capability of SAP Store

5.1 SAP provides registered users with an opportunity to comment on, review, and rate the Packaged Platform Applications and Services (**collectively "Reviews"**) promoted on SAP Store. Reviews are posted on SAP Store by Registered Users to provide direct feedback to SAP and Partner for Packaged Platform Applications, and to provide information to potential End Users of SAP and Partner who view the SAP Store for Packaged Platform Applications to assist in their decision making process. Partner is not permitted to republish and/or distribute any Review without the express written consent of the author of the applicable Review.

5.2 Partner shall not use the solution review feature of the SAP Store to review Packaged Platform Applications or solutions of other partners.

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7. Termination of Listing

7.1 Partner's rights to use the SAP Store terminate upon termination of the Agreement. Partner shall not be entitled to use the SAP Store during any agreed post termination phase out period.

7.2 Upon termination of the Agreement, SAP will delist the Packaged Platform Applications from the SAP Store.

8. Partner Contributions

8.1 Partner must nominate in writing a suitable contact person for SAP, and provide SAP with the contact data (especially an e-mail address and telephone number) at which SAP can reach each such person or an authorized substitute at all times. The contact person must be in a position to make necessary decisions for Partner or ensure that they are made without delay.

8.2 Upon SAP's request, Partner will provide evidence that the Packaged Platform Application is a generally available product and not a custom-tailored solution or developed for a specific End User.

8.3 Partner must promptly notify SAP of any change in the circumstances on which the Agreement or the review services are based on, including but not limited to the fact that (i) the Packaged Platform Application is no longer generally available or (ii) the Packaged Platform Application is technically modified (in a way that impacts the integration with SAP Software), or (iii) the name of Partner or of the Packaged Platform Application is changed. In such cases the Packaged Platform Application may either be no longer eligible for listing on the SAP Store or the Packaged Platform Application has to be re-reviewed in order to maintain the listing.

8.4 Partner must bear all costs and expenses arising out of its breach of its collaborative duties in this Agreement. Partner is obligated to pay any agreed upon fees in case of SAP's non-performance pursuant to Partner's failure to perform or properly perform its obligations under the Agreement.

9. SAP Obligations

9.1 SAP will perform the Application Review of the Packaged Platform Application and all other necessary steps to enable its SAP Store listing accurately and with due care. SAP and Partner agree that both Parties will apply reasonable efforts to accomplish these activities within proposed project timelines. SAP confirms that such review approvals for SAP Store listing shall not be unreasonably withheld, conditioned or delayed.

9.2 SAP does not warrant that it is possible to detect all cases of non-compliance or inconsistencies with the aforementioned SAP requirements.