- Definitions Schedule - to the Platform Application Development Cooperation Agreement

This Schedule is hereby annexed to and made a part of the Platform Application Development Cooperation Agreement.

All capitalized terms not defined in this Exhibit shall have the meaning ascribed in the Agreement, including this Definitions Schedule, or other applicable Schedules.

1. Definitions

The terms used hereunder shall have the following meaning:

"**Add-on**" means any development using SAP APIs that adds new and independent functionality, but does not modify existing Licensor functionality.

"**Affiliate**" means any person, partnership, joint venture, corporation, company or other form of enterprise, domestic or foreign (collectively, "Legal Entity"), including but not limited to subsidiaries, located in the Territory, and in which Partner, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such Legal Entity shall be considered an Affiliate for only such time as such equity interest is maintained.

"**Agreement**" means this Main Agreement and its Exhibits.

"**Application Review**" means the service offered by SAP to review a Packaged Platform Application based on the standard criteria for the applicable SAP Application Review scenario, and as made available by SAP to Partner.

"**API**" means SAP's application programming interfaces, as well as other SAP code that allow other software products to communicate with or call on the Software or the SAP HANA Cloud Platform (for example, SAP Enterprise Services, BAPIs, Idocs, RFCs and ABAP calls or other user exits) provided under the Agreement. APIs are made available to Partner through either (or both) the Software or SAP SDKs.

"**ASP Services**" shall mean application services that are provided by Partner which allow End Users to remotely access the Software used in combination with Packaged Platform Application installed on hardware owned or controlled and in any event operated by Partner via a private network or the Internet. ASP Services may include providing administration, installation, redundancy, back-up and technical support services as they apply to the deployment and management of the Software.

"**Background Materials**" shall mean any pre-existing works in which the Intellectual Property Rights (defined below) are owned by either Party, which have been prepared by that Party outside the scope of this Agreement or which were licensed from a third party and provided to that Party.

"**Bundled Cloud Service**" means the combined offering of SAP Cloud Services that are used in conjunction with the Cloud Application.

"**Bundled Product**" means the Use of the Software in conjunction with the Packaged Platform Application.

Certification" means the process specified by SAP for determining the compliance of a Platform Application with the Certification requirements. Certification of Platform Applications requires an additional agreement with SAP to specify the applicable terms and conditions. For additional information about the Certification process and applicable fees, visit http://www.sdn.sap.com/irj/sdn/icc.

"**Cloud Application**" shall mean the software developed by Partner under this Agreement that is fully compatible with the SAP HANA Cloud Platform and prepared for usage on SAP HANA Cloud Platform by customer. Cloud Applications are to be considered Platform Applications. Each Cloud Application consists of an SAP HANA Cloud Platform component and optionally also of a backend component connecting to customer's business application. The Parties agree that throughout the term of the Agreement to deploy Cloud Applications exclusively on the SAP HANA Cloud Platform. Notwithstanding the foregoing, those Cloud Applications developed with using SAP HANA dedicated instance (32GB) or SAP HANA dedicated instance (64GB) may also be sold to End-User owning required SAP HANA licenses. Such Cloud Applications therefore may be deployed into on premise SAP HANA installations managed by End-User or third parties assigned by End-User.

"**Confidential Information**" means, with respect to SAP, all information which SAP protects against unrestricted disclosure to others, including but not limited to: (a) the Software and Documentation and other SAP materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of SAP; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to SAP subject to an applicable confidentiality obligation to such third party). With respect to Partner, "Confidential Information" means all information which Partner protects against unrestricted disclosure to others and which (i) if in tangible form, Partner clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Partner identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.

"**Control**" means the power of a person to direct or cause the direction of the affairs of another, directly or indirectly, in accordance with the wishes of that person (or persons acting in concert) whether by means of: (i) in the case of a company, being the beneficial owner of more than fifty percent (50%) of the voting rights in that company, or having the right to appoint or remove a majority of the directors or otherwise control the votes at board meetings of that company by virtue of any powers conferred by the articles of association, shareholders' agreement or any other document regulating the affairs of that company; (ii) in the case of a partnership, being the beneficial owner of more than fifty percent (50%) of the voting rights in the partnership, or having the right to control the composition of or the votes to the majority of the management of that partnership by virtue of any powers conferred by the partnership agreement or any other document regulating the affairs of that partnership. For these purposes "persons acting in concert", in relation to a person, are persons which actively cooperate, pursuant to an agreement or understanding (whether formal or informal) with a view to obtaining or consolidating Control of that person.

"Documentation" means all functional specific materials, whether in human readable or machine readable format, and any copies of the foregoing, in any medium, related to SAP's Software or services and delivered to Partner in connection with this Agreement, including but not limited to, interface documentation, manuals, program listings, data models, flow charts, logic diagrams, input and output forms, specifications, and instructions.

"Effective Date" means the date of the last signature affixed to this Agreement by the Parties unless otherwise noted in the Main Agreement.

"End User" means a person or Legal Entity to which Partner distributes licenses or provides access to Packaged Platform Applications, Bundled Products, or Bundled Cloud Services pursuant to the terms of the Agreement.

"**End User License Agreement**" or "EULA" means a license agreement between Partner and any End User to which Partner resells, licenses, distributes or otherwise provides access to Platform Applications in accordance with the Agreement.

"**Group Company**" means any person, partnership, joint venture, corporation, company or other form of enterprise, domestic or foreign, located in the Territory, who (i) is under the Control of Licensor or (ii) has Control over Licensor.

"**Hybris Software**" means hybris software if and when made available to Partner by SAP at its sole discretion as part of SAP Application Developer User for Partners.

"Innovation Pack" means the respective Software and additional services as set forth in the Main Agreement and licensed by Partner.

"**Integration**" means applications, scripts, commands or instructions that use the API to connect to the Software.

"**Intellectual Property Rights**" ("IPR") 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.

"**Licensor**" means the entity identified by the Exhibit or the Order Form that is a party to the Agreement.

"**Licensor Materials**" means any software, programs, tools, systems, data, or other materials made available by SAP to Partner in the course of the performance under the Agreement including, but not limited to, the Software, Documentation and SAP Cloud Service.

"**License Keycode**" means a required code which Partner needs to request from SAP in order to activate a copy of the Software for Non-Productive Use licensed hereunder.

"**Modification**" means (i) a change to the delivered source code or metadata; or (ii) any development, other than a change to the delivered source code or metadata, that customizes, enhances, or changes existing functionality of the Software including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of the SAP data structures; (iii) any other change to the Software utilizing or incorporating any Licensor Materials, or (iv) any modification, enhancement or customization of the Software using SAP SDK, as well as any modification, enhancement or customization of such SAP SDK.

"**Named User**" is an employee of Partner, its Affiliates or an employee of business third parties authorized to access the licensed Software.

"**Non-Productive Use**" means Use of the Software solely for Partner's internal testing or developmental work.

"**Order Form**" or "**Purchase Order**" means any order form or purchase order mutually executed by SAP and Partner for the Software or subscription services ordered by Partner hereunder, including information on Software or subscription services, support or maintenance fees, other information necessary for the delivery of such items to Partner and such other terms and conditions as mutually agreed upon by the parties in writing. All Exhibits or schedules referenced in the GTCs or Partner Schedule may be attached to an Order Form or Purchase Order in lieu thereof. Order Form or Purchase Order does not include fees for professional services, which shall be billed under separate statements of work and professional services agreement.

"**Platform Application**" means the software developed by Partner under this Agreement, that is developed with at least one element of an Innovation Pack, and which may consist of Modifications and Add-Ons. Each Platform Application may consist of a frontend component, e.g. residing on mobile devices of End User and optionally also of a backend component connecting to End User's business applications. A Platform Application needs to be compatible with an SAP Licensor Material provided under this Agreement.

Platform Applications may either be built as (a) applications for usage by multiple End Users (**"Packaged Platform Application"**) or (b) custom-built applications to be used by a specific end user only without publication on the SAP Store (**"End User-Specific Platform Application"**). Partner shall only develop Packaged Platform Applications, but no End-user Specific Platform Applications, with the Software provided as part of the SAP Application Developer User for Partners.

The parties agree that throughout the term of the Agreement, Packaged Platform Applications must be published on the SAP Store – if and when available - in the sales territory of Partner - for sale to/usage by multiple End Users as outlined in Exhibit B – 2 (SAP Store) of this Agreement. Partner is not required to publish a Packaged Platform Application which is part of a Bundled Cloud Service or of a Bundled Product with Embedded License on the SAP Store unless otherwise communicated by SAP at its sole discretion. The same exception applies to Packaged Platform Applications which have been already published on

the SAP Store based on a valid Solution Extension Reseller agreement with SAP or one of its Group Companies.

"**Prepackaged Copy**" means any applicable Software which is packaged by Licensor before delivery to Partner, for resale by Partner in accordance with the terms hereof.

"**Program Concepts**" means the concepts, techniques, ideas, and know-how embodied and expressed in any computer programs or modules included in the Software, including their structure, sequence, and organization.

"**Promotional Materials**" means any and all (i) marketing, advertising and other promotional materials, referencing the other Party, the other Party's products, services and/or its trade names, trademarks, or service marks; and (ii) press releases related to Platform Applications.

"**Release**" means (i) a "major release" that includes architectural changes and may be identified by a change of the release numeral to the left of the decimal point (e.g., 3.0) ("Major Release"), (ii) a "minor release" that includes improvements and bug corrections and may be identified by the release numeral to the right of the decimal point (e.g., 3.1) ("Minor Release"), and (iii) a "maintenance release" indicating a bug correction or patch and may be identified by a change of the release numeral two digits to the right of the decimal point (e.g., 3.12) or otherwise designated as "SP" or "Service Pack" ("Maintenance Release"). Any Major Release, Minor Release and Maintenance Release made generally available by Licensor to Partner after the Effective Date are collectively referred to as "**New Releases**".

"**SAP**" means the SAP entity that is a party to this Agreement.

"**SAP Cloud Service**" means the cloud service(s) provided by SAP as described in the respective Schedule(s).

"**SAP Developer User for Partners**" means a Named User who accesses the respective Software for demonstration, development and testing of Platform Applications. These usage rights shall apply to the following defined developer user types respectively:

- "**SAP Application Developer User for Partners**"
- "**SAP Business Intelligence Developer User for Partners**"
- "**SAP Business One Developer User for Partners**"
- "**SAP HANA Developer User for Partners**"
- "**SAP Mobile Platform Developer User for Partners**"
- "**SAP NetWeaver Developer User for Partners**"
- "**SAP Database Developer User for Partners**"

In addition to the license grant set forth in the above paragraph, the following terms shall apply to specific developer user types as set forth below:

The SAP Application Developer User for Partners uses the test and development tools provided with SAP NetWeaver for the purpose of modifying SAP applications/software for Platform Applications. The user does include the rights to develop on SAP NetWeaver, the Enterprise Foundation package (SAP ERP), Enterprise Extensions (product options applying to SAP ERP),Industry Packages, and Hybris Software. The user does not include the rights to develop on 3rd party products. Partner shall only develop Packaged Platform Applications, but no End User-Specific Platform Applications, with the Software provided as part of the SAP Application Developer User for Partners.

The SAP Business Intelligence Developer User for Partners uses the BA&T SAP BusinessObjects Business Intelligence Suite and the Author/Designer Licenses: SAP Application Business Analytics Professional User software.

The SAP Business One Developer User for Partners uses the B1 development tools for the purpose of developing and testing Extensions and Integration Add-Ons to SAP Business One and SAP Business One for SAP HANA. The SAP Business One Developer User for Partner does not allow development of any

Modifications of provided SAP B1 Software. SAP Business One Developer User for Partners is not provided with Enterprise Support but with applicable SAP Business One support and maintenance services instead.

The SAP HANA Developer User for Partners uses the SAP HANA Developer Edition software.

The SAP Mobile Platform Developer User for Partners uses the SAP Mobile Platform software.

The SAP NetWeaver Developer User for Partners uses the SAP NetWeaver software.

The SAP Database Developer User for Partners uses the test and development tools provided with SAP ASE, SAP Event Stream Processor (SAP ESP), SAP ESP Adapter and open adapter, SAP Open Server, SAP IQ, SAP Replication Server, and SAP SQL Anywhere.

"SAP SDK" means SAP software development kit that includes tools such as APIs, source code, redistributable files and instructions. SAP SDKs are also Software within the meaning of the Agreement.

"**SAP Store**" means the SAP marketplace currently named "SAP HANA App Center" (available at www.sapappcenter.com) described in in the Complementary Benefits Schedule serving as a platform to market and to provide Packaged Platform Applications to End Users.

"Schedules" means the applicable Schedules as specified in section 2 of the Main Agreement. The Schedules provides certain rights and obligations with respect to the Software, subscription services and/or support and maintenance service, that are in addition to or different from those set forth herein.

"Software" means, collectively, (i) any and all software products, including Hybris Software and Third Party Software, licensed to Partner (except for SAP B1 Software, SAP Cloud Services, the SAP HANA Cloud Platform software, the SAP HANA Cloud Platform software development kit ("HCP SDK") and SAP HANA Tools for Java delivered with and related to the SAP HANA Cloud Platform) as identified in any Order Form referencing the GTCs and applicable Exhibit, all as developed by or for SAP SE, Business Objects Software Limited, Sybase, Inc, iAnywhere Solutions, Inc, and/or any of their Group Companies and delivered to Partner thereunder; (ii) any New Releases thereof subject to unrestricted shipment that are made generally available by Licensor to its Partners as part of SAP Support as specified in the applicable Exhibit and Order Form and (iii) any complete or partial copies of any of the foregoing.

"**Software Use Rights**" means, with regard to Software or other subscription services specified in an Order Form, the SAP Software Use Rights Schedule current as of the effective date of the applicable End User License Agreement for the country where the End User is located, a copy of which are found at: http://go.sap.com/about/agreements.sap-on-premise-software-customers.html (please select "On-Premise Software: Software Use Rights"). The Software Use Rights provide additional or supplemental terms and conditions in connection w ith the Use of the Software as specified in the Exhibit or Order Form. Such Software Use Rights are incorporated herein by reference. SAP recommends Partner and End User print a copy of the Software Use Rights for their respective records.

"SPOC" (Special Point of Contact) is an employee of Partner or its Affiliates or an employee of business third parties who is authorized by Partner as single point-of-contact for SAP. The SPOC is authorized to approve on behalf of Partner any amendments to this Agreement and any attachments hereto and approves and coordinates all licensed Software orders.

"Taxes" means all taxes, duties, or fines imposed by any jurisdiction in any way connected with the Agreement, Schedules, Order Form, or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes imposed on or measured by a party's net income. Notwithstanding the foregoing, Taxes shall not include payroll taxes attributable to the compensation paid to workers or employees and each party shall be responsible for its own payroll tax collection, remittance, reporting and filing obligations.

"Third Party Products" means any and all software products and content (including, without limitation, Address Directories) licensed to Partner under the Agreement or Order Form, all as developed by companies other than SAP SE, Business Objects Software Limited, Sybase, Inc., iAnywhere Solutions, Inc. or their Group Companies.

"**Territory**" means all the countries in the world subject to section 10 of Exhibit D - 1 (Import and Export Control).

"**Trademarks**" means the trademarks, service marks, trade names, service names, proprietary words, symbols and other logos of SAP or any of its Group Companies.

"**Two-Tier Partner**" ("2-Tier Partner") means a third party assigned by SAP to take over dedicated rights and obligations from SAP with regards to Partner.

"**Use**" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

"**Users**" means users licensed under this Agreement.

"**Work Product**" means any work product or tangible results produced by or with SAP pursuant to this Agreement, including in the course of providing support, training or configuration services to Partner or its End Users. Work Product includes works created for or in cooperation with Partner or its End Users, but does not include any End User Data, Partner Confidential Information or the SAP Cloud Service. For clarity, some services may be performed under a statement of work, which statement of work will be governed by the terms and conditions of this Agreement.