Annex A: SAP SE General Terms and Conditions for Consulting and Services in the SAP Integration and Certification Center (ICC) – German Law
Translation of the German Version

1. SCOPE

1.1. Except in respect of the certification service and the provision of remote service, these present General Terms and Conditions for consulting and services (herein: "**GTCs**") and SAP's service offer submitted to Vendor referring to these GTCs made by SAP (together referenced herein: "**Contract**") shall apply exclusively to every service in the ICC which SAP SE (herein: "**SAP**") provides to a Vendor of software solutions (herein: "**Vendor**").

1.2. Consulting and services in the meaning of Section 1 in this article include among others:

a) Consulting for the integration of software solutions

b) Technical consulting and support whether on site or via any remote communications

c) Training Vendor's employees and the provision of workshops for integration topics

1.3. The following services are not covered by this Section 1 and therefore are not covered by these GTCs:

a) Certification services for certification scenarios as listed under www.sap.com/icc

b) The provision of remote access services

1.4. No conflicting or other provision, notably any provision in Vendor's general terms and conditions, shall become part of the Contract, even if such conditions are appended to Vendor's order and SAP performs the order without expressly rejecting such conditions.

2. PRE-CONTRACTUAL OBLIGATIONS; CONTRACT CONCLUSION; WRITTEN FORM

2.1. These GTCs apply also to pre-contractual relations between SAP and Vendor. All works and goods provided by SAP to Vendor before execution of the Contract (examples: proposals, test programs, designs) are the property of SAP (see Section 9) and Vendor must not copy them or make them accessible to third parties. If no Contract is concluded, they must be returned or deleted and Vendor must, not later than the time the parties fail to conclude a contract, cease and desist from using them.

2.2. Except otherwise provided in the offer, SAP's offer is open for acceptance for a period of 4 weeks.

2.3. The conclusion of the Contract and every subsequent amendment, supplement, termination, notice of default, or deadline notices are only valid if made in writing. The foregoing provision also applies to any waiver of the written-form requirement. There are no collateral agreements.

2.4. No termination notice, reminder notice by Vendor, or notice by Vendor fixing a limited time period is valid unless it is in written form.

2.5. Where in Sections 2.3 and 2.4 in this article and elsewhere in these General Terms and Conditions written form is required, that requirement can be met by facsimile transmission, exchange of letters, or other written form. Except in that respect, however, the provisions in the German Civil Code, Section 127.2, do not apply.

2.6. Unless it is expressly confirmed in writing by SAP, no communication of any kind can be construed as imposing on SAP any other or more onerous duty or liability than is set forth in these General Terms and Conditions. Guarantees are effective only if expressly confirmed in writing by a senior officer of SAP.

3. CONTRACTUAL OBLIGATIONS

3.1. The termination period is set forth under the Contract. In the event of default by the Vendor, SAP is entitled to terminate the Contract after a grace period of 30 days. SAP reserves the right to terminate for cause, notably in case of fraud by the Vendor. In this case no fees will be refunded.

3.2. The parties to the Contract are obligated to return or delete on request all advertising material and other property, including all confidential information and software, which is provided or has been provided under this Contract to the other party. The return or destruction must be certified in writing.

3.3. Except to the extent this would result in unreasonable exposure for the Vendor, any deadlines issued by Vendor – whether pursuant to law or the Contract – shall not be less than 12 working days.

3.4. Vendor is only entitled to reject any deliverables or services and to be released from the Contract (for example, by rescission or termination) after setting a deadline, and/or claiming damages in lieu of delivery, if SAP fails to comply with deadlines as set forth in the Vendor's notice of default and such notice contained the threat to reject of any deliverables or services in case of failure to comply with deadlines. After a deadline which was set in accordance with Section 3.1 expires, SAP is entitled to give notice to Vendor requiring that any remedies arising out of the expiration be exercised within 2 weeks of receipt of the notice. Any works and services that have already been provided or performed will be invoiced in accordance with these GTCs, in particular Section 7. Section 12 applies to claims for damages.

4. PROVISION OF WORKS AND SERVICES

4.1. The Contract defines the scope of the works and services. SAP undertakes to deliver the deliverables and services subject to the best appropriate technology available at time of Contract execution. This is subject to the proper cooperation from Vendor (see Section 5).

4.2. Even where Contractual works and services are provided at Vendor's site, SAP has sole managerial authority over its employees. The employees must not be integrated in Vendor's business operations. Vendor can issue instructions only to SAP's project coordinator, and not directly to individual SAP employees.

4.3. Vendor bears the risk of ordered works and services meeting Vendor's wishes and needs.

4.4. SAP may document any discussions detailing or amending Contractual provisions, especially the subject matter of the Contract. Vendor must check the discussion documentation immediately and inform SAP of any necessary amendments or additions.

4.5. SAP will decide which employees to use and reserves the right to replace any employee at any time. SAP may deploy freelance workers and other contractors to perform its duties in the Contract as long as they are subject to confidentiality obligations.

4.6. If any Contract work or service cannot be provided for a reason that is not SAP's fault, the agreed times will nonetheless be billed unless Vendor shows that the relevant SAP resources were or could have been deployed elsewhere.

4.7. If, with Vendor's agreement, SAP provides works and services other than those specified in the Contract, the terms and conditions of the Contract are deemed also applicable to those works and services.

4.8. All SAP's duties to provide works or services are subject to any embargo regulations.

5. VENDOR'S DUTY TO COLLABORATE

5.1. In all phases and for all concerns of the collaboration the parties shall cooperate in a close and reliable manner, and notably a reasonable cooperation of Vendor is required. Vendor must provide free of charge all contributions as required in connection with its performance of its obligations under the Contract,

including, for example, providing necessary personnel, workspace, hardware, software, data, and telecommunication facilities, answering questions, and evaluating SAP's deliverables. To the extent required for the performance of the Contract, Vendor shall grant SAP direct and remote access to Vendor's hardware and software.

5.2. Vendor must nominate in writing in an appendix to the Contract a suitable contact person for SAP (and qualified subproject leads, if beneficial for the collaboration), and provides SAP with the contact data (especially an e-mail address and telephone number) at which SAP can always reach each such person or an authorized substitute. The contact person must be able to make necessary decisions for Vendor or ensure that they are made without delay. Vendor must inform SAP promptly of all changes to the contact details in writing.

5.3. Vendor must take appropriate precautions against the possibility that the works may have or cause faults; such precautions include, for example, data backups, error diagnosis, and regular results monitoring. Except where otherwise expressly indicated in writing in individual cases, SAP employees are always entitled to assume that all data with which they come into contact is backed up.

5.4. Vendor undertakes to provide all further collaborative goods, works, and services needed for the performance of the Contract. The Contract will specify as the case may be any supplementary terms.

5.5. Vendor must bear all consequences and expenses arising out of its breach of any collaborative duty in this Section 5 or elsewhere in the Contract. Notably, Vendor's payment obligation shall still apply in case SAP cannot properly perform its duties pursuant to Vendor's failure to perform or properly perform its collaborative duties.

6. DATES AND TIMES

6.1. Deadlines are nonbinding except where SAP expressly agrees in writing that they are binding. Except in respect of deadlines defined as binding, SAP will only be in default after a written notice given by Vendor not less than one month after the deadline in question. If SAP fails to comply with a binding deadline or a written notice by Vendor as described in the foregoing sentence, Vendor must set a reasonable period of grace, which shall not be shorter than 2 weeks, giving notice of recession of Contract or termination. After expiration of such period of grace and SAP's non-performance, Vendor is entitled to rescind or terminate the Contract.

6.2. If SAP has to wait for collaboration or information from Vendor or is otherwise hindered in the performance of the Contract by any strike, lockout, official intervention, or any other circumstance where it is not at fault, times for delivery of goods and provision of works and services are extended by a period equaling the duration of the hindrance plus a reasonable start-up period after the end of the hindrance. SAP must notify Vendor of the hindrance.

6.3. Working days are the statutory working days and hours in the country, in which the technical ICC consultant assigned to Vendor is located. SAP is entitled in its own discretion to provide several consultants in several regions or time zones.

7. REMUNERATION; PAYMENT; RETENTION OF RIGHTS

7.1. Unless otherwise agreed in writing, the remuneration payable will be determined by reference to the Contract.

7.2. All prices are subject to applicable statutory value-added tax except where the transaction is exempted. SAP is entitled to submit invoices for subsets of the deliverables and services. Payment is due 30 days after the invoice is presented. No cash discount is granted. SAP charges interest at the statutory rate of penal interest beginning 16 days after the due date for payment.

7.3. Any resource-related invoice must include a list of the activities to which it refers. The listed details are deemed accepted unless Vendor rejects them in writing within 2 weeks.

7.4. Costs for time spent traveling and travel and accommodation expenses will be billed based on time and material in relation to the SAP employee's regular place of work. Charges for time spent traveling and travel expenses arise from travel between the employee's regular place of work and Vendor's site and between Vendor's different sites.

7.5. SAP is entitled to require full or partial pre-payments if there was no prior business relationship with Vendor, if delivery is to be made outside Germany, if Vendor's registered offices are outside Germany or if there is reasonable doubt on timely payment by Vendor.

7.6. Vendor is entitled to offset only claims that are uncontested or have been finally determined by the court. Vendor cannot assign its claims to a third party irrespective to Section 354a of the German Commercial Code.

7.7. SAP retains all rights and title (Section 9) in the deliverables until all contractual obligations are entirely fulfilled. Vendor must notify SAP promptly in writing of any third party access to the retained property and also notify the third party of SAP's rights therein.

8. CHANGE REQUEST PROCEDURE

8.1. During the term of a project, both parties may request changes in writing, notably changes to the agreed works and services, methods, dates and times.

8.2. In case of a change request of the Vendor, SAP shall inform Vendor within 10 working days whether the change is possible and what impact the change will have on the Contract notably in consideration to the timeline and remuneration. Vendor must thereupon inform SAP in writing within 5 working days whether it holds upon the change request to these terms or whether the Contract is to be continued on the existing terms. If the investigation of a change request itself requires not just minor effort, SAP is entitled to bill separately for that work.

8.3. If SAP submits a change request, Vendor must notify SAP in writing within 10 working days whether it accepts the change.

8.4. Until there is an agreement on the change, the works and services will proceed as set forth under the existing Contract. Alternatively, Vendor is entitled to require suspension of all or parts of the contractual works and services or may finally terminate the Contract in accordance with Section 3.

8.5. In case of a suspension, with effect from the first working day of suspension, the remuneration for each SAP employee on the project, whose work is suspended, shall be subject to the agreed upon rate or otherwise at the daily rate set forth in SAP's list of prices and conditions. In case of final termination, the legal consequences are subject to Section 649 of the German Civil Code.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Intellectual Property Rights means all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, inventions, patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, mask work rights, trade secret or confidentiality rights, know-how, trademark, moral rights, trade dress, service mark rights, computer software, proprietary information and data, databases, and any other intangible property rights, in each case whether registered or unregistered, including applications (or rights to apply), renewals, and extensions for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, which subsist now or will subsist now or in the future:

9.2. Unless otherwise agreed to in writing by the parties in the Contract, SAP shall have the sole and exclusive right, title and ownership to any and all Intellectual Property Rights related in any way to the techniques, knowledge or processes of the Services and deliverables, whether or not developed for Vendor, including any deliverables developed based on specifications by or in cooperation with Vendor. Except as otherwise agreed in writing, and upon final payment of the agreed fee, Vendor is granted a non-exclusive, non-

transferable, non-sublicensable license to use the deliverables for its own internal purposes as well as for test and evaluation purposes. Vendor is permitted to create necessary backup copies of the deliverables. Backup copies must be marked as backup copies and bear the same copyright and authorship notice as the original.

9.3. Vendor acknowledges that all Intellectual Property Rights in the SAP Confidential Information are and shall remain vested exclusively in SAP.

9.4. Vendor is not permitted to copy, translate, edit, arrange, disassemble, decompile, create derivative works of, or otherwise rework the SAP Software or the SAP Interface. All Intellectual Property Rights in any modifications, enhancements, or other derivative works of the SAP Software, the SAP Interface and/or the SAP Confidential Information belong exclusively to SAP.

9.5. Vendor retains all Intellectual Property Rights in Vendor's background Intellectual Property Rights existing before execution of the Contract.

9.6. The contracting parties acknowledge the high value of each other's trademarks and service marks, irrespective where those are used or registered. Neither party shall acquire any rights in the trademarks of the other party except it is otherwise expressly provided under the Contract.

10. ACCEPTANCE

10.1. SAP can require a written acceptance statement from Vendor for all deliverables that are amenable to acceptance. Vendor must accept works and services without delay subject to the provisions in this Section 10. To this end an acceptance log can be created, which must be signed by both parties.

10.2. If a Contract for works specifies several works that Vendor can use individually, those several works will be subject to separate acceptance.

10.3. Vendor must inspect the deliverables within 15 working days and either notify SAP through the contact person in writing that they are accepted or give a precise description of the defects found. If Vendor does not give notice of acceptance or of defects within this period, or uses deliverables without giving defect notice, the works will be deemed accepted. Insubstantial defects are not grounds for withholding acceptance. SAP must remedy defects notified within a period that is reasonable for the severity of the defect. Vendor must inspect the works within 5 working days after notice that the defect has been eliminated.

10.4. SAP does not give any warranty that within the scope of an integration assessment or similar service Vendor will be offered with an integration scenario certification of Vendor's solution. The service is considered as rendered, even if there is no possibility for a certifiable integration after evaluation through ICC.

11. WARRANTY

11.1. SAP will provide the contractual services in a manner that they materially comply with the agreed specifications.

11.2. In case of any defects Vendor shall immediately notify SAP in writing identifying the defects and giving a precise description of the problem and appropriate information for eliminating the defect.

11.3. SAP will remedy material defects verified by Vendor at SAP's choice either by providing to Vendor services that are free of defects or by eliminating the defect. SAP may also remedy a defect by providing Vendor with a reasonable measure to avoid the effects of a defect. Any claim of Vendor for compensation of expenses for the remedy of the defect by Vendor itself or Vendor's contractor is excluded.

11.4. If the remedy finally fails, Vendor may reduce the remuneration or rescind from or terminate the Contract. SAP undertakes to take over any damage or unavailing anticipatory expenditure caused by a defect subject

to the limits of liability in Section 12. Other rights in relation to defects are excluded except for the rights in Section 11.3.

11.5. Except in cases of fraudulent intent, the statute of limitations for claims subject to Sections 11.1 to 11.3 shall start not later than one year after acceptance.

11.6. If SAP provides defect identification or elimination services without being under obligation to do so, SAP is entitled to invoice the costs for such services. This applies especially in cases where a notified defect cannot be verified to exist or where a defect results from a failure by Vendor to properly perform its collaborative duties or where Vendor misuses deliverables or where Vendor fails to use a service offered free of charge by SAP.

12. LIABILITY

12.1. SAP shall only be liable for:

a) In cases of intent and gross negligence and cases of absence of a quality for which SAP has accepted a guarantee, liability extends to the full amount.

b) In cases of slight negligence resulting in breach of a major contractual obligation jeopardizing the purpose of the Contract liability is limited to foreseeable damages and to the amount for a Contract year as set forth in the Contract; in these cases, there shall be no liability for indirect damages, consequential damages, or loss of profit.

c) All other liability is excluded. The benefit of the preceding limitations and exclusions of liability extends to SAP's employees and contractors.

12.2. The defense of contributory negligence may be claimed. The limits of liability pursuant to Section 12.1 do not apply to liability for personal injury or in cases of fraudulent concealment of a defect or in the event of liability pursuant to the German Product Liability Act [Produkthaftungsgesetz - ProdHaftG].

12.3. For all claims against SAP for damages or reimbursement of expenditures made in vain the statute of limitations shall fall under a period of 2 years from the time when Vendor first has knowledge of the damage. Irrespective of when Vendor obtains first knowledge of the damage. Irrespective of this knowledge, claims for damages shall fall under the statute of limitations three years from the damaging event. This does not apply to liability for intent or gross negligence, liability for personal injury, or liability under the German Product Liability Act. The statute of limitations for claims for defects in material and title (Section 11.3) stipulated in deviation therefrom shall not be affected by the provisions of this paragraph.

12.4. Vendor undertakes to take appropriate steps to safeguard its data and programs, including without limitation making backup copies every day in machine readable form. SAP shall not be liable for any loss of data or programs where the loss could have been avoided by compliance with this undertaking. In all other respect SAP's liability for loss of data is subject to the limitations and exclusions in this Section 12.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1. "Confidential Information" under the Contract means all information which the Parties protects against unrestricted disclosure to others, furnished by one party to the other or otherwise obtained by the Parties under the Contract that:

a) is clearly identified as confidential, internal or proprietary at the time of disclosure; or

b) is by its nature recognizable as potentially confidential or is disclosed in a manner that it may be reasonably inferred to be confidential, internal, or proprietary at the time of disclosure.

In addition, information of SAP, including without limitation software, know-how, business models, processes, techniques and concepts, information on customers and partners, information on any third-party software used, flow charts, documentations and product specifications, as well as the conditions of the Service Offer and all agreements relating thereto, are understood to constitute Confidential Information of SAP without regard to the marking requirements above.

13.2. Each party of the Contract agrees

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

b) not to disclose or reveal any Confidential Information to any third party other than employees and contractors of either party who are under obligations of confidentiality substantially similar to those set forth herein and who are actively and directly participating in the services described in the Contract or who otherwise need to know the Confidential Information for the purpose of the services described in the Contract; and

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

In addition, except as expressly provided in this Contract, Vendor does not have the right to use the Confidential Information in any manner for any purposes other than for the fulfilment of executed Service Offers, or as necessary for the Vendor to exercise its limited right to use the SAP Confidential Information pursuant to Section 9. The duties of confidentiality and non-use shall survive the expiration or termination of the Contract. Notwithstanding the foregoing, SAP shall be permitted to internally use Vendor's Confidential Information disclosed under the Contract as well as any certification results and data for SAP's business purposes including by SAP's support and maintenance organization(s) and contractors under an obligation of confidentiality as defined in Section 13.2.

13.3. Notwithstanding anything to the contrary, "Confidential Information" shall not include any information that:

a) has become generally known or available to the public through no act or omission on the part of the receiving party;

b) at the time of disclosure to the receiving party was known to the receiving party free of restriction;

c) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information;

d) is independently developed by the receiving Party without use or reference of the Confidential Information; or

e) Disclosing party agrees in writing is free of such restrictions.

13.4. The parties may disclose the other 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 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 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.

13.5. Nothing in the Contract shall prohibit or restrict either party's right to develop, make, use, market, license or distribute products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it shall not thereby breach the Contract. Each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information.

13.6. Upon the disclosing party's request, and except to the extent it is legally entitled or required to retain the Confidential Information, the receiving party shall promptly destroy or return to the disclosing party, at the disclosing party's election, all materials containing the disclosing party's Confidential Information and all copies thereof, whether reproductions, summaries, or extracts thereof or based thereon (whether in hard-copy form or on intangible media), provided, however:

a) that if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and

b) that the receiving party shall not, in connection with the foregoing obligations, be required to identify or delete Confidential Information held in archive or back-up systems in accordance with general systems archiving or backup policies.

13.7. It is not a purpose of the Contract that SAP process or use personal data for business purposes. Rather, any transfer of personal data will only take place in exceptional circumstances as an incidental effect of performing contractual duties. In case a party grants the other part access to its personal data, the parties shall comply with the provisions of the German Data Protection Act [Bundesdatenschutzgesetz – BDSG] and other applicable data protection legislation.

14. FINAL PROVISIONS

14.1. German law exclusively governs the Contract, without reference to the rules of conflict of laws and the UN Sales Convention. Exclusive place of jurisdiction for any disputes arising from or in connection with the Agreement is Karlsruhe, provided Vendor is a Kaufmann [merchant entered into the German Commercial Register], a legal person under public law, or a separate estate created under public law [öffentlich-rechtliches Sondervermögen]. This does not apply for summary proceedings for orders to pay debts [Mahnverfahren]. However, SAP retains the right to sue the Vendor at its registered office.

14.2. Vendor is entitled to offset only claims that are uncontested or have been finally determined by the court. Subject to the provisions of the German Commercial Code, Section 354a, it cannot assign its claims to a third party.

14.3. If any provision in these GTCs is ineffective, the validity of the remaining provisions shall not be affected thereby.

14.4. Vendor and SAP are independent companies, each trading for its own account. Neither party nor its employees are authorized to make any representation, enter into any undertaking, or give any warrantee for or on behalf of the other party except to the extent as expressly agreed to in writing by the other party in advance. Neither party is liable to any end user for the quality of the goods, works, or services of the other party. Each party is solely responsible for billing license fees for its own products. Under the Contract, the terms “Vendor”, “cooperation”, “partner”, or similar expressions are only used to describe the spirit of the cooperation between the parties under the Contract, and do not describe, or expressly or impliedly create, a legal partnership or joint venture, or any responsibility by one party for the actions of the other.

14.5. Neither party is a distributor or an agent for the products and services of the other party. Any products and services of a party can be obtained by prospective customers only through separate agreements with the respective party. Each of the parties independently develops and prices its own products and services offered to customers.

14.6. Neither party shall transfer, assign, or sublicense its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. SAP may assign this Agreement in whole or in part to an affiliate. In case of any change of control with Vendor, Vendor agrees to provide SAP with written notice upon the signing the definitive acquisition agreements or the public announcement and SAP has the right to terminate this Contract or consent to the assignment within 30 days of receipt of such notice. Section 3.2 shall apply accordingly.

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This is a convenience translation of SAP’s original German GTCs (*“Allgemeine Geschäftsbedingungen der SAP SE für Beratungs- und Serviceleistungen im SAP Integration and Certification Center (ICC)”*). In cases of doubt or inconsistencies the German version shall always prevail.

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